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**Request for Qualifications (RFQ)  
2007 – 2010  
(Cycles XVII-XIX)**

**San José B.E.S.T. Program  
(Bringing Everyone's Strengths Together)**

**Release date: Friday, March 02, 2007**

**Applications due date: Monday, April 2,  
2007, 5:00 p.m.**



<b>APPLICATION PACKET TABLE OF CONTENTS</b>
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	<b>Page</b>
<b>RFQ Application Packet Table of Contents.....</b>	<b>3</b>
<b>RFQ Application Process and Timeline.....</b>	<b>5</b>
<b>Entry Criteria.....</b>	<b>7</b>
<b>PART I     <u>San José B.E.S.T. Program Overview and Funding Process</u>.....</b>	<b>8</b>
A. Background	
B. Triennial Process	
C. Funding Allocation	
D. Allocation Plan	
E. Service Provider Selection/Evaluation Criteria	
F. RFQ Cost/No City Obligation	
G. Addenda and Interpretation	
H. Terms and Conditions of Agreement	
I. Acceptance or Rejection of Applications	
J. Public Record: Responses become property of the City of San Jose	
K. Reservations & Rights by the City of San Jose	
L. Non-Discrimination/Preferential Treatment	
M. Exemplar Agreement(s)	
N. Acceptance Or Rejection Of Statement	
O. Disqualifications	
P. Gift Ordinance (Municipal Code, Chapter 12.08-Prohibition of Gifts)	
<b>PART II     <u>Requirements</u>.....</b>	<b>17</b>
A. Service Agreements	
B. Funding Matching Requirement	
C. Mayor’s Gang Prevention Task Force Participation	
D. B.E.S.T. Evaluation Model Participation	
E. Operational Agreements with Service Partners	
F. Resolution for Signature Authorization	
G. Insurance Certificate	
H. Background Check/Fingerprinting	
<b>PART III   <u>Services Requested</u> .....</b>	<b>20</b>
A. Reclaiming Our Youth – The Mayor’s Gang Prevention Task Force (MGPTF) 2005-2007 Strategic Work Plan	
B. Target Population	
C. Eligible Services	
D. Performance Measures	

<b>PART IV</b>	<b><u>Proposal Content and Submission Instructions</u></b> .....	<b>29</b>
	A. Proposal Format	
	B. Proposal Components/Instructions	
<b>PART V</b>	<b><u>Forms</u></b> .....	<b>34</b>
	A. Checklist	
	B. Cover Sheet	
	C. Project Narrative	
	D. Units of Service Worksheet	
	E. Eligible Service Budget	
	F. Eligible Service Budget Narrative	
	G. Budget Summary	
	H. Source of Funds Statement	
	I. Certification and Assurances	
	J. Statement of Fiscal Agent Responsibilities	
	K. Conflict of Interest Form	
<b>PART VI</b>	<b><u>Attachments</u></b> .....	<b>51</b>
	A. Operational Agreement Sample	
	B. Resolution for Non-Profit Signature Authorization Sample	
	C. Resolution for Government Signature Authorization Sample	
	D. EXEMPLAR A (Draft Contract for FY 2007-08)	

<b>RFQ Application Process and Timeline</b>		
<b>ACTIVITY</b>	<b>DESCRIPTION</b>	<b>DATE</b>
RFQ Issue	<p>Applications are currently available and can be picked up at the front desk of City of San José – Parks, Recreation and Neighborhood Services, Community Services Division, 200 East Santa Clara Street, 9<sup>th</sup> Floor Reception Desk San José, CA 95113</p> <p>Applications can also be downloaded from the internet at: <a href="http://www.sanjoseca.gov/prns/grants/best.asp">http://www.sanjoseca.gov/prns/grants/best.asp</a></p>	Friday, March 02, 2007
Workshops	<p>Workshops designed to review the RFQ packet are scheduled for:</p> <p><b>Tuesday, March 13, 2007, 10:00 a.m. – 12:00 noon</b> City Hall, Wing 118/119 200 East Santa Clara Street San Jose, CA 95113</p> <p><b>Wednesday, March 14, 2007, 2:00 – 4:00 p.m.</b> Franklin McKinley School District Office, Board Room1 645 Wool Creek Drive San Jose, CA 95112</p> <p>Please call in advance to RSVP at (408) 793-5560.</p>	<p>Tuesday March 13, 2007 10:00am – 12:00 pm</p> <p>Wednesday March 14, 2007 2:00pm – 4:00pm</p>
Application Inquiries	<p>All inquires to application must be submitted in writing via email or fax to Rebecca Gonzales. Questions should be directly related to the application</p> <p>Email: <a href="mailto:Rebecca.Gonzalez@sanjoseca.gov">Rebecca.Gonzalez@sanjoseca.gov</a> Fax: (408) 292-6318</p> <p>Any City response to this request will be made in the form of an addendum and will be posted online at <a href="http://www.sanjoseca.gov/prns/grants/best.asp">http://www.sanjoseca.gov/prns/grants/best.asp</a> every Friday.</p> <p>The final posting will be made on Wednesday, March 28, 2007.</p> <p>All addenda shall become part of this Application.</p>	March 02, 2007 through March 23, 2007

Deadline for Submission of Applications	<p>Completed applications must be submitted either in person or mail by Monday April 2, 2007, at 5:00 pm:</p> <p>Parks, Recreation and Neighborhood Services, Community Services Division, San José BEST 200 East Santa Clara Street, 9<sup>th</sup> Floor Reception Desk San José, CA 95113</p> <p><b>Submit one (1) original Application Packet and six (6) additional copies. Be sure to include the Application Cover Sheet and all requested Attachments.</b></p> <p>NO FAXED, EMAILED, POSTMARKED LATE OR INCOMPLETE APPLICATIONS WILL BE ACCEPTED.</p>	Monday, April 2, 2007 by 5:00 p.m.
Application Review	Applications submitted by the deadline will be reviewed by a panel of experts, who will provide a list of recommended eligible service providers to the B.E.S.T. office.	April 5 - 30
Notification Letters	Notification of eligibility letters to applicants will be mailed and emailed to the contact person listed on the coversheet of the application. The City will have the final decision-making authority on which agencies become eligible service providers, and this shall be subject to the appropriation by the City Council for each fiscal year.	Tuesday, May 1, 2007
Appeals Process	<p>Applicants wishing to appeal the decision must declare their concerns in writing. Letters of appeal must be submitted via mail or email by May 15, 2007 5:00 pm to:</p> <p>Abraham Chacko, Senior Analyst Email: Abraham.chacko@sanjoseca.gov</p>	May 1-15, 2007
Schedule Negotiations	Qualified applicants will be contacted to schedule appointments for negotiations.	June 1 – June 29, 2007
Contract Negotiations	Staff will begin discussing proposed contracts with agencies deemed eligible to provide services to the target population and as outlined in the allocation plan and appropriated final budget approved by City Council.	June 20 – July 20, 2007
Contract Development	Staff will work with service providers to develop service contracts for execution.	August 1-31, 2007
Services Begin	Any work done prior to entering into a contract with the City may be at the contractor's expense.	September 1, 2007

## ENTRY CRITERIA

To apply to become an Eligible Service Provider under the San José B.E.S.T. grant program and be considered for funding, applicants must meet all ENTRY CRITERIA at the time of submittal.

**Applicants who do not meet all entry criteria will not be considered for Eligible Service Provider status, and no evaluation of the proposal will be made.** Applications submitted must be responsive to all proposal instructions and requirements.

Eligible Applicant	<p>Applicants must be one of the following entities:</p> <ul style="list-style-type: none"> <li>• A government agency</li> <li>• A private non-profit agency with 501(c)(3) status.</li> <li>• Any <b>recognizable association</b> of people <b>with a fiscal agent</b> who agrees to abide by the City’s grant agreement on behalf of the association. The fiscal agent will be the legal representative of the project and may only be used once. Funds approved for the project will be awarded to the fiscal agent and the contract for award of grant funds will be made between the City and the fiscal agent. The fiscal agent must sign <b>Form J</b> in this packet, which shows agreement to apply for funding on behalf of the association and to comply with the responsibilities of a fiscal agent. The fiscal agent must also show proof that it is either a government agency, or a private non-profit agency with 501(c)(3) status.</li> </ul>
Eligible Clientele/ Target Population	Projects must serve target population as identified in the MGPTF Strategic Work plan 2005-2007. See target population description on page 21 of this application.
Eligible Services	The B.E.S.T. program has ten (10) Eligible Service Categories. See Eligible Service Categories and their definitions on page 24 of this application.
Minimum or Maximum Request	There are no minimum or maximum request requirements.

## PART I

### *San José B.E.S.T. Program Overview & Funding Process*

#### **A. Background**

In 1991, in response to the rise in juvenile delinquency and gang-involvement among San José youth, the Mayor and the City Council formed the Mayor's Gang Prevention Task Force (MGPTF), to focus governmental action on gang prevention and intervention. This inter-agency Task Force is composed of representatives from City and County government, law enforcement agencies, school districts, local service agencies and community groups. In 2004, the MGPTF convened a retreat and developed a Strategic Work Plan for 2005-2007 entitled "Reclaiming Our Youth" with the following five strategic goals:

Goal #1- Develop and implement an "asset-based" service delivery system aimed at connecting, coordinating, and leveraging intervention resources

Goal #2 - Create and implement a standard, citywide *Crisis Response Protocol* aimed at keeping schools, community centers, and neighborhoods safe

Goal #3 - Develop and implement a comprehensive capacity-building strategy aimed at equipping Task Force members with the skills and resources necessary to re-direct Youth

Goal #4 - Education and awareness campaign regarding the risk factors affecting youth and the resources available to them

Goal #5 - Integrate the City of San José's MGPTF Intervention Strategy with local, state, and national initiatives

The San José B.E.S.T. (Bringing Everyone's Strengths Together) Program was created as the funding arm of the Task Force, and from 1991 to 1993, provided approximately \$1 million dollars annually to public and non-profit agencies to implement gang prevention, intervention, and suppression programs for youth exhibiting high-risk behaviors and their families. Since 1994, B.E.S.T. funding has steadily increased to the current amount of \$3 million per year.

#### **B. Triennial Process**

Commencing with Cycle X, Council authorized the implementation of a triennial Request for Qualifications (RFQ) process that identifies agencies whose capabilities to provide services match the needs identified by San José residents. The B.E.S.T. office will use the eligible service provider list to establish a match between the services outlined in the Allocation Plan to the appropriate providers.

#### **C. Funding Allocation**

This RFQ is for the Fiscal Years 2007-08, 2008-09 and 2009-2010. Proposed funds available for allocation for Fiscal Year 2007-08 are approximately \$2.2 million. Subject to the services identified

in the MGPTF Strategic Work Plan and the B.E.S.T. Allocation Plan, **it is possible that some eligible service providers will not receive B.E.S.T. funding for any given Fiscal Year.** Funding for each of the service years included in this eligibility period is subject to the appropriation of funds by the City Council. By issuing this RFQ, the City does not make any assurances that it will enter into any such contracts. The funding for the first year (2007-2008) will be determined during contract negotiations in the summer of 2007. The second and third year funding will be contingent upon the following conditions being satisfied:

1. The funds are available and included in the City's Budget;
2. The service provider has achieved their goals;
3. The persons being served will continue to benefit; and
4. The service provider has satisfied all contractual requirements.

The San José B.E.S.T. Cycle XVII-XIX eligibility period is from September 1, 2007 through August 31, 2010. Each Cycle represents a service year, starting September 1 and ending August 31. All contracted services will be evaluated on an annual basis for recommendation for continued funding and the City is not committed to any future year unless funding is appropriated by City Council and if recommended for continued funding, at its sole discretion.

#### **D. Allocation Plan**

The BEST service needs and annual Allocation Plan are identified through the following steps:

- Community needs as assessed by the MGPTF Technical Team and approved by the MGPTF Policy Team
- Other data such as crime and school reports related to the B.E.S.T. Program target populations are reviewed.
- Data from program evaluations of B.E.S.T. service providers are reviewed and analyzed.
- Allocation Plan is approved by City Council.

#### **E. Service Provider Selection/Evaluation Criteria**

A review panel, consisting of individuals who have an understanding of the needs of the community and the target population, will review all completed applications that meet the minimum eligibility requirements. Members of the review panel will evaluate and score each response to the RFQ, and make recommendations to City staff. The list of Eligible Service Providers will be approved by City Council. Staff will then enter into contract negotiations. The review panel will focus on the following requisites in selecting the eligible service providers:

- 1) **Applicants Participation in and Understanding of the Mayor's Gang Prevention Task Force Strategic Direction – (20 Points)**
  - a. The strategy of strengthening and expanding MGPTF partnerships and service collaboratives in providing B.E.S.T. services.

- b. The service provider's participation in the MGPTF and understanding of its Strategic Work Plan.

**2) Applicants Service Capacity (Form C Project Narrative, Section 2, 4, Forms D,E,F, G, and H) (40 points)**

- a. The service provider's past and current experience and expertise in operating high quality, cost effective programs for youth exhibiting high-risk behaviors, such as gang involvement, substance abuse, truancy, and delinquency.
- b. The leveraging of requested service delivery dollars with other private and public sector funding.
- c. Organization's fiscal capability, integrity, realistic budget needs and concerns, cost effectiveness of services and its track record with other funding sources.
- d. The service provider's ability to work with diverse groups and populations and provide culturally and linguistically appropriate programming.
- e. The service provider's understanding and history of utilizing a strength-based approach, such as the developmental assets theory and cognitive behavioral programs, in the design and carrying out of services to youth and families.

**3) Applicants Proposal Design (Form C Project Narrative Section 1, 3, 4 and Forms D,E,F, G, and H) (40 points)**

- a. The service provider's described needs and proposed activities are designed to advance the goals of the MGPTF strategic plan.
- b. The service delivery goals are cost effective, realistic and meet the needs of the community. The projected cost per unit of service and how this cost per unit of service was calculated will be evaluated.
- c. The development of realistic and measurable client outcomes which align with and support one or more of the B.E.S.T. eligible services.
- d. Ability to plan and implement performance-based measurable objectives.

**F. RFQ Cost/No City Obligation**

This RFQ does not commit the City to pay any cost incurred in submission of a response of making any necessary studies or designs for the preparation thereof nor the purchase or contract for services in connection with the preparation of a submission. The City is not obligated to enter into any contracts.

**G. Addenda and Interpretation**

The City shall not be responsible for nor bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this application or should there be a need to clarify, requests for clarification should be emailed or faxed to Rebecca Gonzalez [Rebecca.Gonzalez@sanjoseca.gov](mailto:Rebecca.Gonzalez@sanjoseca.gov) , fax 292-6318 before March 23, 2007 at 12:00pm.

Any City response to this request will be made in the form of an addendum and will be posted online at <http://www.sanjoseca.gov/prns/grants/best.asp> every Friday. The final posting will be made on Wednesday, March 28, 2007. All addenda shall become part of this Application.

#### **H. Terms and Conditions of Agreement**

The City reserves the rights to negotiate any and all terms of an agreement including length, scope of services, and grant award. An agreement with the successful candidate shall not be binding unless and until it is signed by the authorized representatives of both City and the service provider. Selection as an eligible provider does not guarantee that City will award a grant to any eligible provider.

#### **I. Acceptance or Rejection of Applications**

The City reserves the right to reject any items or groups of items offered in response to this RFQ. The City reserves the right to waive any minor informality or irregularity in any response. The City may, for any reason, decide not to award grants as the result of this RFQ.

#### **J. Public Record: Responses become property of the City of San José**

Responses to this RFQ become the exclusive property of the City of San José. At such time as PRNS recommends an award of the contract to the City Council, all responses received to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each response which are defined by the consultant as business or trade secrets and plainly marked as “Confidential”, “Trade Secret”, or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such response or portions thereof, if they are not plainly marked as “Confidential”, “Trade Secret”, or “Proprietary” or if disclosure is required under the Public Records Act. Any response which contains language purporting to render all or significant portions of the response “Confidential”, “Trade Secret”, or “Proprietary”, shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish that the information which a proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret”, or “Proprietary”, the City will provide the proposer who submitted the information with reasonable notice to allow said consultant to seek protection from disclosure by a court of competent jurisdiction.

#### **K. Reservations & Rights by the City of San José**

1. Issuance of this RFQ does not constitute a commitment by the City of San José (City) to award a contract, The City has the right to reject any or all proposals received in response to the RFQ, or to cancel this RFQ if it is in the best interest of the City to do so.
2. Actual award of funding is dependent on a successful contract negotiation. If a grant agreement cannot be completed within a reasonable time frame, determined by the City, the

3. City may terminate negotiations and pursue an agreement with a different eligible service provider.
4. Applicants submitting a proposal agree that by submitting a proposal, they authorize the City to verify any or all information given in the proposal.
5. The award of a grant by the City to an organization which proposed to use subcontractors for the performance of work under the contract resulting from this RFQ shall not be interpreted to limit the City's right to approve subcontractors.
6. The City reserves the right, after grant award, to amend the resulting contract as needed through the term of the contact to best meet the needs of all parties.
7. The applicant will comply with all requirements of the City.

#### **L. Non-Discrimination / Preferential Treatment**

The Selected Eligible Providers shall fully comply with Chapter 4.08 of the San José Municipal Code and shall not discriminate against or grant preferential treatment to any sub consultant on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin in the Performance of City of San José contracts.

#### **M. Exemplar Agreement(s)**

Exemplar Agreement (see Part IV Attachments EXEMPLAR A) outlines the City's standard terms and conditions as part of the agreement between the City and the Selected Eligible Providers.

#### **N. Acceptance Or Rejection Of Statement**

City reserves the right to accept or reject any item or group(s) of items of a proposal. City also reserves the right to waive any informality or irregularity in any submission. Additionally, City may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ. City shall not be obligated to respond to any proposal submitted, not be legally bound in any manner by submission of the proposal.

#### **O. Disqualifications**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

1. Evidence of collusion, directly or indirectly, among respondents in regard to the amount, terms, or conditions of this proposal;
2. Any attempt to improperly influence any member of the selection staff;
3. Existence of any lawsuit, unresolved contractual claim or dispute between respondents and the City

4. Evidence of incorrect information submitted as a part of the proposal;
5. Evidence of respondent's inability to successfully complete the responsibilities and obligations of the proposal; and
6. Respondent's default under any agreement, which results in termination of the agreement.

**P. Gift Ordinance (Municipal Code, Chapter 12.08 - Prohibition of Gifts)**

**12.08.010 Gifts Prohibited**

- A. No officer or designated employee of the City or its Redevelopment Agency shall accept any gift, directly or indirectly, from any person who is subject to the decision-making or recommending authority of such officer or employee, except as specifically provided in this Chapter.
- B. "Person subject to the decision-making or recommending authority" means any individual, firm or entity whose interest or whose employer's or client's interest:
  1. Has been materially affected by the work of such officer or employee within the two (2) years prior to the time the gift is given; or
  2. In the future could reasonably be foreseen to be materially affected by the work of such officer or employee.

**12.08.015 Political Reform Act Requirements**

- A. The reporting and disclosure of gifts shall be done in accordance with the requirements of the Political Reform Act (California Government Code Section 81000 *et seq.*, as amended ) and the requirements in this Chapter.
- B. The gift limitations and disqualification requirements under the Political Reform Act are applicable to gifts which are not prohibited by this Chapter.

**12.08.020 Gift Defined**

"Gift" means a voluntary transfer of any thing, service, payment or value to the extent that legal consideration of equal or greater value is not received.

- A. As used in this Chapter, the term "gift" includes:
  1. Any rebate or discount in the price of any thing of value unless the rebate or discount is made in the regular course of business to members of the public.
  2. An officer's or employee's community property interest, if any, in a gift received by that individual's spouse.
  3. The provision of travel, including transportation, accommodations and food, except as expressly permitted pursuant to Section 12.08.030.
- B. As used in this Chapter, the term "gift" does not include:

1. Campaign contributions which otherwise comply with Title 12 of the San José Municipal Code and which are required to be reported under Chapter 4 of the Political Reform Act of 1974 as amended.
2. Any devise or inheritance.

### **12.08.030 Gifts Not Prohibited**

This Chapter does not prohibit those gifts which strictly fall within the exceptions enumerated herein:

- A. Gifts with a value less than fifty dollars (\$50): Any gift, including meals and beverages provided to an officer or employee in a business or social setting, that has a value less than fifty dollars (\$50), as long as the total value of all such gifts received from any one donor does not exceed fifty dollars (\$50) or more in any calendar year.
- B. Informational material: Informational material such as books, reports, pamphlets, calendars, or periodicals or reimbursement for any such expenses. Informational material does not include provision of educational trips including transportation, accommodation and food.
- C. Hospitality: Gifts of hospitality involving food, beverages or occasional lodging provided to any officer or designated employee by an individual in such individual's primary residence.
- D. Reciprocal gifts: Presents exchanged between any officer or designated employee and an individual, other than a lobbyist as defined in Chapter 12.12, on holidays, birthdays, baby showers, or similar occasions provided that the presents exchanged are not substantially disproportionate in value.
- E. Panels and seminars: Free admission, food, beverages, and similar nominal benefits provided to an officer or employee at an event at which the officer or employee speaks, participates in a panel or seminar or performs a similar service, and reimbursement or advance for actual intrastate travel or for necessary accommodations provided directly in connection with such event.
- F. Admission given by sponsor of an event: Admission to ceremonial, political, civic, cultural or community functions provided by a sponsor of the event for the personal use of the officer or employee. For example, cultural events include theatrical productions and art exhibits; political events include political fundraisers.
  1. Admission to regularly scheduled athletic events, such as tickets to professional sporting events, are not included as an exception to prohibited gifts.
  2. A sponsor of an event shall not include individuals, persons or organizations whose sponsorship of the event is solely limited to funding or monetary support such as the purchase of tickets.
- G. Employment interview - government employer: Transportation, accommodation, food and directly related expenses advanced or reimbursed by a governmental agency in connection with an employment interview, when the interview is conducted at least one hundred fifty (150) miles from San José and where the situs of the employment will be at least the same distance from the City.

- H. Employment interview - private employer: Transportation, accommodation, food and directly related expenses incurred in connection with an employment interview and a bonafide prospect of employment, when the expenses are advanced or reimbursed to an officer or designated employee by a potential employer, provided that the officer or designated employee has not made or participated in the making of a governmental decision materially affecting the financial interest of the potential employer during the twelve (12) months immediately preceding the time the expenses are incurred or the offer of employment is made, whichever is sooner.
- I. Authorized travel: Transportation, accommodation, food and directly related expenses for any officer or designated employee which has been authorized by a majority of the City Council or Redevelopment Agency Board or which is pursuant to a written City or Redevelopment Agency policy for intrastate or interstate travel regardless of the source of payment.
- J. City or Redevelopment Agency business: Transportation provided to an officer or designated employee by a contractor or other person doing business with the City or Redevelopment Agency, provided that such transportation is related to City or Redevelopment Agency business which is within the scope of employment or the duties of such officer or designated employee, and further provided that such transportation is not in excess of one hundred twenty-five (125) miles one way. Nothing in this subsection shall be interpreted to limit the City Council's or Redevelopment Agency Board's discretion to approve travel under subsection I. above.
- K. Flowers: Flowers, plants or balloons which are given on ceremonial occasions, to express condolences or congratulations, or to commemorate special occasions.
- L. Prizes and Awards from Bona Fide Competitions: A prize or award received shall be reported as a gift unless the prize or award is received in a bona fide competition not related to the recipient's status as a City or Redevelopment Agency employee. If reported as a gift, the prize or award must comply with the disclosure and disqualification requirements under the Political Reform Act of 1974 as amended.
- M. Wedding gifts: Wedding gifts from an individual other than a lobbyist as defined in Chapter 12.12.

**12.08.040 Acceptance Of Gifts**

A gift shall be deemed to have been accepted except where:

- A. It is not used, and, within thirty (30) days after receipt, is returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes.
- B. It is treated as and remains the property of the City or the Redevelopment Agency.
- C. It is received by an officer or designated employee in his or her official capacity or as a representative of the City or Redevelopment Agency, is reported to the City Council or Agency Board, and the Council or Board approves the retention.

**12.08.050 Reporting Gifts To Domestic Partner, Spouse And Children**

- A. At the time of filing the annual disclosure statement required by the Political Reform Act or any applicable conflict-of-interest code, each City and Redevelopment Agency officer and designated employee shall file a family gift report on a form to be provided by the City Clerk.
- B. The officer or designated employee shall indicate on such report any gifts known to have been accepted during the relevant reporting period by such officer's or employee's domestic partner, spouse and any dependent child where such gifts would have been prohibited to the officer or employee. The value of any such gift and the donor must be disclosed. If the officer or employee has no knowledge of any such gift having been received, the report shall so state.
- C. For purposes of this Section, domestic partner shall mean any person registered as a domestic partner by an employee with the City of San José.

## **PART II** **Requirements**

### **A. Service Agreements**

The San José B.E.S.T. office will begin grant negotiations with those applicants selected as eligible service providers, if any. If there is a match between the agency qualifications and the needed service established by the Allocation Plan, the City may execute a contract with the provider. The contract will specify defined areas of service, measurable outputs, and client objectives. This will ensure that funds are spent toward achieving measurable outcomes, and not utilized for extraneous services or unrelated overhead. Acceptable administrative charges must be **directly related** to the supervision and/or implementation of the proposed direct services. Upon execution of the agreement, the first payment will be made for one-fourth of the approved grant amount to the GRANTEE. The remainder of the funding for direct services will be paid in installments based upon the terms of the contract. Installments will be paid quarterly upon City's acceptance of GRANTEE's Units of Service Workbook report which may include but not limited to the narrative, actuals, demographic and the financial report and satisfactory completion of program monitoring reviews and reports.

In order for the contract to be executed, B.E.S.T. Service Providers are required to provide a Board resolution or a letter on agency letterhead giving signature authority to an agency representative to enter into agreements with the City of San José on behalf of the agency. Agencies are also required to submit certificates of insurance demonstrating insurance coverage for B.E.S.T. funded services before a contract can be executed.

### **B. Funding Matching Requirement**

The B.E.S.T. Program requires a minimum of a 20% cash match of the funds awarded (non-City funding match). When used to augment the proposed project, expenditures for items such as personnel and operating expenses may be considered a match. All matching items specified in the budget will become a requirement under the B.E.S.T. contract. The matching of direct funds and/or in-kind resources above the 20% are encouraged, but a minimum of 20% must be a direct monetary match contribution.

### **C. Mayor's Gang Prevention Task Force Participation (MGPTF)**

The MGPTF and B.E.S.T. Program are committed to the concept of collaborative service delivery models as the most effective means of utilizing limited resources to address the needs of the target population. Service providers deemed eligible for B.E.S.T. funding in the RFQ process are required to be active participants in the MGPTF Policy and Technical Teams. Service providers will agree to attend MGPTF meetings that will ensure coordination and linkage of services, participate in MGPTF subcommittees which may be identified or directed by CITY staff and identify and recruit youth and parents to attend the MGPTF Gang Awareness trainings. Eligible service providers must submit a Memorandum Of Understanding *during the contract negotiation period*, which indicates the applicant's commitment to participate with the City and the MGPTF members in implementing

the MGPTF Strategic Work Plan. Without limitation, failure to comply with this requirement may affect GRANTEE's future San Jose B.E.S.T. funding.

#### **D. B.E.S.T Evaluation Model Participation**

The B.E.S.T. Program utilizes a rigorous evaluation model to evaluate the effort and effect of funded services. Funded programs will, among other items, be expected to participate in technical assistance training workshops, help to design the program-specific components of the evaluation, and administer data collection activities.

#### **E. Operational Agreements with Service Partners**

Selected Eligible Service Providers will be required to submit a separate Operational Agreement between all collaborative partners *during the contract negotiation period*. See **Attachment A** for sample. Collaborative partners are defined as any entity that will share resources, whether cash match or in-kind, that impacts the delivery of the proposed service. Example of collaborative partners may include, but is not limited to:

- school sites where services will be provided;
- school districts where services will be provided; and
- other non-profit community based organizations.

#### **F. Resolutions for Signature Authorization**

In order for the contract to be executed, B.E.S.T. Service Providers are required to provide a Board resolution or a letter on agency letterhead giving signature authority to an agency representative to enter into agreements with the City of San José on behalf of the agency. Agencies are also required to submit certificates of insurance demonstrating insurance coverage for B.E.S.T. funded services before a contract can be executed. Resolutions must be submitted *during the contract negotiation period*.

#### **G. Insurance Certificate**

Selected Eligible Providers will be required to submit an Insurance Certificate to City's Risk Management office, *during the contract negotiation period*, which satisfies all requirements. For a detailed description of insurance refer to Exhibit G. in EXEMPLAR A.

#### **H. Background Check/Fingerprinting for Employees/Volunteers**

1. Selected Eligible Service Providers should be aware that the agreement with the City will not permit the Service Provider to use as employees or volunteers persons who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164 and will require the Service Provider to conduct background checks of both California and Federal criminal history of certain employees and volunteers.
2. Selected Eligible Service Providers shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or

3. other licensed concessionaire services in that area, unless Selected Eligible Service Providers has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.
4. To give effect to California Public Resources Code Sections 5163 and 5164, Selected Eligible Service Providers shall follow the procedures contained in Section 11 of the attached Exhibit F in EXEMPLAR A

**PART III**  
*Services Requested*

**A. Reclaiming our Youth – The Mayor’s Gang Prevention Task Force (MGPTF) 2005-2007 Strategic Work Plan**

The BEST program service delivery is guided by the MGPTF’s Strategic Work Plan “*Reclaiming our Youth*”. A complete description of the MGPTF Strategic Work plan may be downloaded from the MGPTF website <http://www.sanjoseca.gov/prns/mgptf.asp>. This strategic plan is a collaborative effort involving private citizens, city, county, state, local community-based organizations, youth commissioners, schools, parents, faith community, and local law enforcement. These contributors united behind a plan to positively intervene in the lives of San José youth – to reclaim them from anti-social pulls that have disconnected them from their families, schools, communities, and their futures. This plan for the future combines the latest research on successful approaches to healthy youth development with a new strategy to provide more intervention services to gang-involved youth and disconnected youth. By committing to reclaiming San José’s youth, the community commits to get them back into schools, reconnect them with their families and communities, provide them with a supportive and healthy environment to learn and grow, and redirect them toward more pro-social behaviors. Ultimately we envision youth who maintain a sense of responsibility for their actions and accountability to themselves and others.

All youth progress through critical developmental transitions and optimum healthy development is best achieved by promoting assets or strengths in youth, families, communities and schools. (See Search Institute’s description of developmental assets <http://www.projectcornerstone.org/html/assets/41assets.htm> ).The following are some general ideas for how providers can build assets for children & adolescents:

- Involve youth in leadership program planning, and program evaluation
- Provide a range of structured activities for youth with diverse interests and needs
- Provide opportunities where young people feel supported and safe
- Coordinate activities and priorities with other service providers
- Focus on asset building in programming, including building social competencies, engaging youth service, strengthening personal identity, and shaping risk-avoidance behaviors

One critical component in youth developmental asset theory is resiliency. The hallmark of a resilient child includes knowing how to solve problems or knowing that there is an adult to turn to for help. A resilient child has some sense of mastery of his own life, and if he gets frustrated by a mistake, he still feels he can learn from the mistake. Three core variables of resiliency are:

- High expectations of the youth in the home, school and community;
- Meaningful participation of the youth in the home, school and community; and
- The presence of caring and supportive adults in the home, school and community.

Dr. Edward Latessa, head of the Department of Criminal Justice at the University of Cincinnati, identifies three core principles of effective interventions with juvenile offenders: Risk Principle, Need Principle, and Treatment Principle.

*Risk Principle* states that treatment intervention should be used primarily with higher risk offenders. Service providers must identify which of the population has the highest probability of being an offender and provide the most intensive intervention to these youth.

*Need Principle* states that criminogenic predictors of crime and recidivism should be targeted. Criminogenic predictors include anti-social/pro-criminal attitudes, values, beliefs, and peers. Non-criminogenic factors, which are often targeted by programs seeking to reduce recidivism, include low self-esteem and anxiety.

*Treatment Principle* states that treatment and services should be behavioral in nature. Programs seeking to reduce recidivism in juvenile offenders should use empirically valid behavioral/social learning and cognitive behavioral services specific to risk level. Interventions for offenders need to provide "...structured social learning programs where new skills are taught, and behavior and attitudes are reinforced. Cognitive behavioral programs target attitudes, values, peers, etc..

Prevention programs need to meaningfully engage the youth in learning – so youth can find something that they are good at and motivated to get better. They should provide opportunities for youth to experience all the different modalities of learning such as physical skills, hands-on mechanical skills, art, music, culture, personal development, and other activities that allow youth to demonstrate growth and learning.

Intervention programs need to challenge the mindset of youth participants. A trusting relationship between staff and youth – characterized by respect, care and support – can allow youth to practice new behaviors that lead to pro-social lifestyles.

The San José B.E.S.T. Program aims at supporting programs that develop skills and competencies resulting in healthy and thriving youth and families.

## **B. Target Population**

The MGPTF Policy Team has identified the following client service groups:

- Families (including parents and children) and friends of youth involved with the gang lifestyle, have a history of domestic violence, or incarcerated for gang-related crimes.
- Youth ages 12-21 exhibiting high-risk behaviors; youth committing intentional acts of violence.
- Youth exhibiting high-risk behaviors related to gang lifestyles.
- Youth identified as gang members and/or arrested for gang-related incidents or acts of gang violence.

## **Definition of Target Service Youth Population Profiles**

### **Gang-Impacted Individuals:**

1. Knows some neighborhood gang members, but does not associate with them.
2. Admires or respects gang lifestyle characteristics.
3. Sees gang member as "living an adventure."
4. Has no personal contact with juvenile justice system.
5. Has periodic family crises and/or has a child welfare case.
6. Is low-income, and/or lives in overcrowded living conditions.
7. Has no or limited participation in structured social/recreational programs in neighborhood.
8. Lives in gang-organized "turf" area where the gang is highly visible.
9. Exhibits early signs of school-related academic, attendance and behavior problems.
10. Has experience in gang intimidation or has seen violent gang acts.
11. Feels unsafe alone in neighborhood.
12. Has family members who have lived or are living a juvenile delinquent, criminal and/or gang lifestyle.
13. Is beginning to experiment with drug/alcohol use.

### **Delinquent Individuals:**

1. Has had several contacts with the juvenile justice system and law enforcement. May have spent time in juvenile hall, may have had a probation officer and/or may have participated in delinquency diversion program.
2. Does not see the future as providing for him/her, but more from a perspective of "you have to take what you can get."
3. Casually and occasionally associates with gang members.
4. Has a high rate of school absences, and experiences school failure and disciplinary problems.
5. Uses free time after school to "hang out", and does not participate in sports, hobbies or work.
6. Carries a knife or other weapon for safety and/or intimidation.
7. Is unemployed, does not want a job, and/or sees working at minimum wage as "slave wages."
8. Is suspicious and hostile toward others who are not in his/her close circle of friends.
9. Does not value other people's property.
10. Believes and follows his/her own code of conduct, not the rules of others.
11. Only follows friends' advice, and does not trust anyone other than friends.
12. Uses alcohol and illegal drugs.
13. Has had numerous fights, and sees violence as primary way to settle disagreements and maintain respect.
14. May claim a turf or group identity, but still values independence from gang membership.
15. May have been placed in an alternative home or living placement for a period.

**Gang Supporter:**

1. Personally knows and admires gang members. Has an exclusive group of friends with whom he/she hangs out.
2. Considers many gang-related activities acceptable.
3. Feels he/she has a lot in common with gang members.
4. Sees gang involvement as an acceptable alternative source for power, money and prestige.
5. Wears gang style clothing and/or gang colors/symbols.
6. Promotes the use of gang cultural expressions and terminology.
7. Identifies with a gang-related affiliation and/or turf, but has not officially joined a gang. Is ready to join a gang.
8. Regularly uses/abuses alcohol and drugs.
9. Does not seek out a job, and earns money through sale of illegal drugs and/or stolen property.
10. Has accepted the value of intimidation and violence as the best way to settle disagreements.
11. Carries a weapon.
12. Has personal goals/desires, which still take precedence over gang-affiliated membership obligations.
13. Probably has gang-related tattoos.
14. Has drawing of gang insignia or symbols on notebook/book covers, on bedroom walls, on bed, etc.

**Gang Member:**

1. Has joined a gang.
2. Associates almost exclusively with gang members to the exclusion of family and former friends.
3. Participates in gang crimes and other related activities.
4. Rejects the authority figures of family, of school, and within the community.
5. Sees intimidation and physical violence as the way to increase personal power, prestige and rank in gang. He/she is active in "gang banging."
6. Regularly uses/abuses alcohol and other drugs.
7. Engages in illegal drug sales and/or stealing as his/her primary source of income.
8. Owns a firearm or has immediate access to a firearm.
9. Is not yet considered a "core gang member" by himself/herself, or by other gang members.
10. Has spent time in juvenile hall, juvenile camp or California Youth Authority.
11. Recruits new gang members.
12. May have been identified or certified as a gang member by law enforcement agencies.
13. Has specific rival and allied gang business to deal with regularly.
14. Has gang-related tattoos.
15. Identifies specific individuals or groups as enemies.

## **"Hard Core" Gang Member:**

1. Is totally committed to the gang and its lifestyle.
2. Totally rejects anyone or any value system, other than the gang's.
3. Believes that the gang, its members, and/or his/her family live for or will die for the gang.
4. Will commit any act with the approval of or a demand from the gang.
5. Does not accept any authority other than the gang's.
6. Has an established track record of defending and building the gang's reputation. Considers himself/herself a core gang member and so do others. Sees the future prosperity of the gang partially dependent on himself/herself.
7. Has fully submerged his/her personal goals and identity in the gang's collective identity and goals.
8. Has specific rival and allied gang business to deal with regularly.
9. Has likely been identified or certified as a gang member by law enforcement agencies.
10. Has been incarcerated by the juvenile justice system (Juvenile Hall, Youth Ranch, and/or California Youth Authority) for gang-related behavior.
11. Has adopted and/or earned gang status within gang system.

## **C. Eligible Services**

Service described in this RFQ represents an outline of essential activities for projects funded through San José B.E.S.T. The final Scope of Services, grant deliverables, budget and performance measures will be determined through the contract negotiation process.

Services for youth exhibiting high-risk behaviors that promote healthy and pro-social lifestyles will be strongly considered.

### **1. Personal Development and Youth Support Groups:**

- Meets one-on-one with youth identified as delinquent, gang influenced, and/or having substance-abusing lifestyles to develop a Personal Development Plan.
- Staff provides individual sessions and youth support groups which include cognitive behavioral activities aimed at helping to develop pro-social skills, build youth leadership, and advance individual goals of the targeted youth.
- Meets one-on-one with youth to review/update service objectives, outcome benefit goals, and schedule of services in the Personal Development Plan.
- Staff meets regularly with the parents or guardians of the targeted youth through home visits and phone contacts.

### **2. Gang Mediation/Intervention Response:**

- Provides mobile street unit that provides gang mediation and intervention services.
- Intervenes with youth altercations and volatile conditions.
- Works collaboratively with the MGPTF; the City of San Jose's Strong Neighborhoods Initiative staff; and the City of San Jose's Striving Towards Achievement and New Direction (S.T.A.N.D), Safe School Campus Initiative (S.S.C.I.) and Clean Slate Tattoo Removal

- which together make up the City of San Jose Youth Intervention Program, an initiative which addresses issues of gang violence and provides support to gang involved youth and their families.
- Participate in the Interventions Response Team (I R.T.), a coordinated effort with other B.E.S.T. qualified agencies who provide gang mediation/intervention response services.

### **3. Outpatient Substance Abuse Services:**

- Provides substance abuse intervention and treatment services.
- Provides individual counseling and support groups.
- Provides services that reengage youth into the school system.

### **4. Services for Adjudicated Youth:**

- Provides follow-up and aftercare support services to youth transitioning from the criminal justice system, including local systems such as Juvenile Hall and the Ranches, into the community.
- Provides a support system that prevents youth from re-offending.
- Provides services that aim at family reunification, stabilization of school enrollment, attendance and performance.
- Supports and advances the goals of the Juvenile Detention Reform effort.

### **5. Domestic Violence Services:**

- Provides services to youth exposed to domestic violence.
- Provides support services to teens experiencing dating abuse.
- Provides services to youth who have a history of assaulting parents, and/or significant others (e.g. boyfriends, girlfriends) and have serious anger management and physical assault profiles and/or have a history of using physical violence as a way to deal with emotions and feelings.
- Services may include one-on-one counseling and support groups.
- Provide programs that will increase the youth's awareness of their behavior and their ability to act appropriately
- Provide ongoing support of the youth to continue practicing skills learned to increase reliance on healthy choices and anger management skills.

### **6. Truancy Case Management Services:**

- Provides coordinated care services and youth support groups for youth identified as habitual truants.
- Develops a Service Intervention Plan for each youth enrolled in the program, which includes 30-day service objectives, outcome benefit goals, and schedule of services.
- Meets with youth to review/update service plan – preferably in groups.
- Staff meets regularly with the parents or guardians of the targeted youth through home visits and phone contacts.
- Tracks progress of clients and their parents before and after intervention services.
- Provides parent education workshops on truancy prevention and intervention and legal issues surrounding truancy.
- Collaborates with the Santa Clara County District Attorney's Saturday School for truant youth in providing life skills workshops.

**7. Day Education/Career Development/Job Training:**

- Provides an alternative structured day support and education program for youth who have experienced repeated academic and behavior problems in the regular school setting.
- Services aimed at reducing the High School drop out rate by using a school to career approach.
- Provides services that lead to G.E.D. or high school diploma.
- Provides services that lead to career development and/or job training.
- Uses ADA recovery funding in collaboration with co-sponsoring school district to provide services for truant, suspended and other disconnected or high risk youth.

**8. Parent/Family Support Services:**

- Provides highly collaborative, early intervention workshops and/or parent support groups for parents and families of youth who are identified as being vulnerable to academic failure, gang involvement, substance abuse, and other behavioral and emotional problems.
- Provides programs with the purpose of helping parents to improve the educational home and school environment of the child, to learn how the school system functions and to help their children avoid negative influences (gangs and drugs).
- Provides culturally and linguistically appropriate recruitment and facilitation for the program.
- Provides support to parents and families of youth who have or are at risk of dropping out of school.

**9. Community Gang Awareness Trainings and Capacity Building Workshops:**

- Provides trainings/workshops to B.E.S.T. Service Providers for the purpose of building the ability of partner agencies to effectively work with the targeted population. These trainings should include service shadowing, mentoring and assistance in providing direct service to high risk/gang involved youth. Service Providers can build capacity to work with the target population by actually delivering direct services to this group while being mentored by staff from other agencies who have the capacity to serve the target population.
- Provides trainings/workshops to community members and parents for the purpose of helping participants identify types of gangs and signs of gang involvement. Participants will increase their understanding of why kids join gangs and the type of activities and behaviors they might be involved in. Information on what parents can do to prevent the impact of gangs in their community and the resources available will also be presented

**10. Unique Service Delivery for High Risk Youth:**

- Provides an innovative service delivery method to work with the target population. Groups are encouraged to work together to provide services more efficiently and effectively by combining the special capacities of the varied B.E.S.T. Service Providers.
- Provides a new or not widely available service to San José.

**D. Performance Measures:**

The following Performance Measures are a requirement of the B.E.S.T evaluation model. The B.E.S.T. Evaluation System is a performance logic model that sets criteria for Effort and Effect of the services contracted for and delivered. Effort is the amount of care and service provided by Service Providers, and the goal is to deliver 100% of the services contracted for in the yearly contract. Effect measures how customers are better off because of the services with the goal to meet 60% of the targeted changes. Effect also measures customer satisfaction with a goal of 80%.

The following performance measures are required for the San Jose B.E.S.T. Program delivery of services. Service Provider’s services will contribute to the fulfillment of these outcomes; however, GRANTEE is not alone directly responsible for the achievement of these outcomes. Service provider is not responsible for evaluating these outcomes, with the exception of data collection, as required. Service Provider is responsible for complying with any monitoring and reporting requests that are made by the San Jose B.E.S.T. Evaluator during the San Jose B.E.S.T. program evaluation process. The San Jose B.E.S.T. Evaluator will work with Service Providers to develop and distribute surveys that will track these performance measures.

<b>Customer Satisfaction</b>
San Jose B.E.S.T. Service Providers measure customer satisfaction by asking the youth participants, the youths’ parents, and the parent participants, four customer satisfaction questions.
<b>Performance Measure 1:</b>
80% of Youth Participants rate the program as good or great.
80% of Parents of Youth Participants rate the program as good or great.
80% of Parent Participants rate the program as good or great.
The four customer satisfaction questions are: 1. I think the program and activity I participated in was: Poor      Fair      Good      Great 2. I feel I benefited from this program: Not at all      Some      A lot 3. I thought the people who run the program were: Very Helpful      Somewhat Helpful      Not Helpful 4. Would you tell a friend or schoolmate to come to this Program if they needed it? Yes      Maybe      No

## **Service Productivity**

San Jose B.E.S.T. Service Providers measure productivity of their services from the views of their youth, parent of youth, and staff assessments. Service Productivity refers to how many of the targeted changes (customer's behavior, attitudes, skills, and knowledge) happened because of the services funded by San Jose B.E.S.T. San Jose B.E.S.T. measures two types of service productivity. The first is Youth Developmental Asset target changes that are asked by all of the San Jose B.E.S.T. agencies serving children and youth. The second is Agency Selected Service Productivity target changes that are selected by each San Jose B.E.S.T. funded agency and are specific to their unique services. The targeted goal for all San Jose B.E.S.T. Service Providers is to achieve a Service Productivity Score of 60% or higher. Service Productivity Scores can range from -100% to +100%. Service Productivity is measured by the percent of targeted changes achieved minus the percent missed. No change is scored as zero.

### **Performance Measure 2:**

Youth served by San Jose B.E.S.T. funded services will have a 60% Youth Developmental Asset Service Productivity Score

The Youth Developmental Assets questions are:

1. Because of this program, my success at school (job/training) is:
2. Because of this program, my understanding of who I am and what I can do is:
3. Because of this program, my ability to communicate is:
4. Because of this program, my ability to learn new things is:
5. Because of this program, my ability to connect with adults is:
6. Because of this program, my ability to work with others is:
7. Because of this program, my ability to stay out of trouble is:

### **Performance Measure 3:**

Participants served by San Jose B.E.S.T. funded services will have a 60% Agency Selected Service Productivity Score

Every agency has a different set of customized questions for agency selected Asset Service Productivity.

**PART IV**  
**Proposal Content & Submission Instructions**



To apply for funds, please mail or hand deliver one (1) original and six (6) copies of your proposal to the PRNS office by **5:00 p.m. on Monday, April 2, 2007. Applicants who do not meet all entry criteria will not be considered for Eligible Service Provider status, and no evaluation of the proposal will be made.** FAXED, EMAILED, POSTMARKED, LATE OR INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

**A. Proposal Format**

All proposals must:

- Be typed, using no less than 12-point font;
- Single spaced;
- One-inch margins on all sides of each page;
- Within stated page limits for each section.
- Be labeled with a header in the upper right corner that includes the agency name on the first line and the project name on the second line (narrative section only).

**Copying: Original proposal must be printed on one side of the paper, while all six copies must be printed on both sides of the paper.**

**B. Proposal Components/Instructions**

<b>Form A</b>	Checklist ( <i>one copy only</i> )
<b>Form B</b>	Cover Sheet
<b>Form C</b>	Project Narrative
<b>Form D</b>	Units of Service Worksheet
<b>Form E</b>	Eligible Service Budget
<b>Form F</b>	Eligible Service Budget Narrative
<b>Form G</b>	Budget Summary
<b>Form H</b>	Source of Funds Statement
<b>Form I</b>	Certification and Assurances
<b>Form J</b>	Statement of Fiscal Agent Responsibilities Form
<b>Form K</b>	Conflict of Interest Form
<b>Agency Documents</b> ( <i>one copy only</i> )	<ul style="list-style-type: none"> <li>• Proof of Non-Profit Status – IRS Determination Letter of 501(c)(3) *</li> <li>• List of Board of Directors *</li> <li>• Organizational Chart</li> <li>• Letter of Commitment from agency’s Board of Directors that demonstrates an approval of the organization’s proposal submittal</li> <li>• Most recent financial audit *</li> <li>• Overhead Rate Documentation</li> </ul> <p>* If you currently have a contract with the City for any of its grant programs through PRNS, it is unnecessary to reissue the documents noted with an asterisk, unless the documents have been revised recently.</p>

### **Form A – Checklist**

Check the appropriate box to indicate that the items are attached. All documents must be properly labeled. (See *Proposal Format* above.)

Application should be submitted in the order shown on Form A.

### **Form B – Cover Sheet**

The Cover Sheet must be completed accurately and signed by the Executive Director. *The San José B.E.S.T. office will correspond with applicants via email.* Please provide a current email address.

### **Form C – Project Narrative**

Complete one Project Narrative Form C with responses to Section 1: Needs, Section 2: Service Capacity and Section 4: Asset-Building Capacity for all Eligible Services combined. Complete Section 3: Program Design for each eligible service you are applying for.

1. Label the Narrative section “Form C – Project Narrative”
2. Type each Section title you are answering in **bold** (1. Needs, 2. Service Capacity, etc.)
3. Number the pages in the footer
4. Do not exceed the page limits for each section
5. Use only type font size of 12-point, Times New Roman, 1 inch margins on 8-½ x 11 letter size paper

### **Form D – Units of Service Worksheet**

Complete one Units of Service Worksheet for EACH Eligible Service you are applying for.

#### **Definitions**

1. **Specific Activity:** Enter each specific activity that will support the eligible service.
2. **Participants Per Session:** Enter the projected number of participants per session in each activity for the 2007-08 grant year.
3. **Sessions per Year:** Enter the projected number of sessions for each activity.
4. **Hours per Session:** Enter the projected average number of hours per session.
5. **Units of Service:** To calculate the Units of Service, multiply number of Participants Per Session X number of Sessions per Year X number of Hours per Session.
6. **Police Division:** Enter the Police Division where the service is being provided. Please refer to the website: <http://www.sjpd.org/MyNeighborhoodMap.cfm> for a reference map of police division.
7. **Council District:** Enter the Council District where the service is being provided. Please refer to the website: [http://www.sanjoseca.gov/planning/data/council\\_dist/default.asp](http://www.sanjoseca.gov/planning/data/council_dist/default.asp) for a reference map of council districts. If the service will be offered in all Council Districts enter “Citywide”

- 8. Cost Per Unit of Service Per Eligible Service:** To calculate the Cost Per Unit of Service per Eligible Service, use the formula shown at the bottom of the form. (Total Program Budget per Eligible Service (*see Form E Eligible Service Budget Total Program Costs*) divided by Total UOS per Eligible Service equals the Cost per UOS per Eligible Service.)

### **Form E – Eligible Service Budget**

Complete an Eligible Service Budget for each Eligible Service you are applying for. This form should reflect the costs for the period 9/1/07-8/31/08. Also include matching funds in the column labeled “All Other Funding Sources”. Agency match must be a minimum of 20% of the B.E.S.T. funding request.

#### **Personnel Costs**

- 1. Salary:** Enter the position title and the salary for each staff member to be paid by B.E.S.T., including Full-Time Equivalent (FTE) estimate. Do not list administrative staff here if included in the Overhead line item.
- 2. Fringe:** Enter the Fringe Benefits for each staff member to be paid by B.E.S.T. combined. Included in this line item are payroll-related costs such as FICA, health insurance and retirement benefits, and Workers’ Compensation, and other payments made on behalf of employee.

#### **Operating Costs**

- 1. Occupancy, Utilities & Maintenance:** Include either of the following,
  - a. Appropriate portion of rental charges for real property (i.e. office space for the project attributable to B.E.S.T.)
  - b. Occupancy costs for a building owned by the recipient may be included as a budgeted item if,
    - i. it is necessary for the services provided under this grant; or
    - ii. costs are allocated among funding sources.
- 2. Utilities:** Enter the prorated costs for water, gas, electric, garbage and trash collection, and similar expenses for the project.
- 3. Communication:** Enter costs for telephone, fax, postage, and other communication costs that are essential to the operation of the project.
- 4. Office Supplies:** Enter costs for office supplies that is essential to the operation of the project.
- 5. Equipment:** Enter costs of equipment that is essential for the operation of the project.
- 6. Program Supplies:** Enter costs for consumable commodities that have a useful life of one (1) year or less, which render services essential to the operation of the project.
- 7. Travel:** Enter cost for automobile mileage, transportation, and all necessary and ordinary travel expenses while on official project business

8. **Insurance:** Enter the prorated cost of insurance and other related services for the project.
9. **Contract Services:** Include payments made to individuals who provide professional, scientific, or technical services. Any services that the agency does not have the capability to perform itself, in order to operate your program, but who are not your employees. (i.e. consultants, trainers, evaluator, therapists, and social workers.)
10. **Audit Fees:** Prorated cost for payments to an independent Auditor to perform the required audit.
11. **Overhead:** Overhead costs may only be submitted for projects that have a federally negotiated overhead rate or an approved rate from a Certified Public Accountant (CPA). **Submit the letter from the federal agency or the CPA that details the basis for the negotiated overhead.**
12. **Other:** Include any items not covered by the previous categories that are essential to the operation of the project.

**Form F – Eligible Service Budget Narrative**

Complete an Eligible Service Budget Narrative form for each Eligible Service you are applying for. List each budgeted item for the proposed project and give an explanation of how it contributes to the success of each program.

**Form G – Budget Summary**

Complete one Summary Budget for your application showing the costs for all Eligible Services you are applying for combined.

**Form H – Source of Funds Statement**

Complete one Source of Funds Statement for your application.

**BEST Project Source of Funds**

Complete the B.E.S.T. Project Source of Funds portion of the table and include all funding to be used for your proposed B.E.S.T. Project.

Under *City of San Jose Funding* show only the B.E.S.T. funding you are requesting in this application.

Under *All Other Funding including other Cities (Minimum 20%)* show all other funding you plan to use for the B.E.S.T. Project. This must equal a minimum 20% of the funding you are requesting.

**Agency Source of Funds**

Under *City of San Jose Funding* show all funding you are receiving for your agency from the City of San José. This may include but is not limited to CDBG, HNVF, WIA, CAP, SNAP, After School/Homework Centers, and General Fund. Do not include funding sources listed in “BEST Project Source of Funds”.

Under *All Other Funding including other Cities* show all other funding you are receiving for your agency from all other sources. Do not include funding sources listed in “B.E.S.T. Project Source of Funds”.

**Funding Source: Program/Agency**

In the Funding Source: Program/Agency column enter the name of the grant or agency.

**Code Number**

In the Code Number column enter the key code number for the status of the funding. The key codes are as follows:

**Key Codes:**

1. Firm Commitment: Requires an agreement or letter confirming funding.
2. Anticipated Renewal of Existing Grant: Continuation of a grant that was received in the current year and is expected to be continued.
3. Anticipated Revenue: A realistic projection of fees or donations including in-kind donation for space and equipment based on current level.
4. Application Pending: Applications submitted and expected to be received. Include application date.
5. In-Kind: Do not assign a monetary value.

**Use of Funds**

In the Use of Funds column give the reason the grant was received.

**Amount**

In the Amount column, enter the dollar amount of the funding. In the BEST Project Source of Funds portion of the table, under *Combined Total*, enter the total of the *City of San Jose Funding* and *All Other Funding including other Cities (Minimum 20%)*. This *Combined Total* amount should be equal to the sum of all eligible service budget sheets Total Program.

**Form I – Certification and Assurances**

Authorized agency representative must sign this form.

**Form J – Statement of Fiscal Agent Responsibilities**

Fiscal Agent must sign the Statement of Fiscal Agent Responsibilities form showing agreement to apply for funding on your behalf and to comply with responsibilities of a fiscal agent.

**Form K – Conflict of Interest Form**

All personnel assigned by agency must sign this form.

**PART V**  
**Forms**

**FORM A - CHECKLIST**

AGENCY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

YES	NO	COMPONENTS	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form A</b>	Checklist
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form B</b>	Cover Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form C</b>	Project Narrative
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form D</b>	Units of Service Worksheet
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form E</b>	Eligible Service Budget
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form F</b>	Eligible Service Budget Narrative
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form G</b>	Budget Summary
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form H</b>	Source of Funds Statement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form I</b>	Certification and Assurances
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form J</b>	Statement of Fiscal Agent Responsibilities Form
<input type="checkbox"/>	<input type="checkbox"/>	<b>Form K</b>	Conflict of Interest Form
		<b>Agency Documents</b> <i>(one copy only)</i>	
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Non-Profit Status – IRS Determination Letter of 501(c)(3)*	
<input type="checkbox"/>	<input type="checkbox"/>	List of Board of Directors*	
<input type="checkbox"/>	<input type="checkbox"/>	Organizational Chart	
<input type="checkbox"/>	<input type="checkbox"/>	Letter of Commitment from agency’s Board of Directors that demonstrates approval of the organization’s proposal submittal	
<input type="checkbox"/>	<input type="checkbox"/>	Most recent financial audit*	
<input type="checkbox"/>	<input type="checkbox"/>	Overhead Rate Documentation	

*\* If you currently have a contract with the City or any of its grant programs through PRNS, it is unnecessary to reissue the documents noted with an asterisk, unless the documents have been revised recently.*

*Incomplete proposals will not be accepted.*

## FORM B – COVER SHEET

For PRNS Use Only:

Date Submitted: \_\_\_\_\_ Initials: \_\_\_\_\_

Proposal # \_\_\_\_\_

**Legal Name of Organization** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Executive Director** \_\_\_\_\_ **Email** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Email** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

Enter the dollar amount requested for each **Eligible Services** you are applying for:

\$	<b>Personal Development and Youth Support Groups</b>
\$	<b>Gang Mediation/Intervention Response</b>
\$	<b>Outpatient Substance Abuse Services</b>
\$	<b>Services for Adjudicated Youth</b>
\$	<b>Domestic Violence Services</b>
\$	<b>Truancy Case Management Services</b>
\$	<b>Day Education/Career Development/Job Training Programs</b>
\$	<b>Parent/Family Support Services</b>
\$	<b>Community Gang Awareness Trainings and Capacity Building Workshops</b>
\$	<b>Unique Service Delivery for High Risk Youth</b>
\$	<b>Total Amount Requested</b>

**Brief Project Description:** *(five-line summary of proposed project – 12pt)*

I hereby certify that I am the authorized Representative of the above applicant/organization and to the best of my knowledge and belief, all data in this application is true and correct, the governing body of this applicant has duly authorized the document and the applicant will comply with the necessary certifications and assurances if a contract is awarded.

Executive Director's Name: \_\_\_\_\_

Executive Director's Signature & Date: \_\_\_\_\_

## FORM C – PROJECT NARRATIVE

---

### Section 1: Needs (Maximum 1 page)

1. Describe the particular need your proposed project will address and provide evidence that supports the need.
2. Discuss alignment with the Mayor’s Gang Prevention Task Force (MGPTF) vision and goals.
3. Describe the clients you propose to serve.
4. Describe the schools your proposed clients attend or the neighborhoods they reside in.

---

### Section 2: Service Capacity (Maximum 3 pages)

1. Describe the specific existing experience, staff, organizational resources, and previously developed activities that will be dedicated or leveraged to support the activities requested in this RFQ. Describe cultural and linguistic expertise of your staff dedicated to the proposed program.
2. Describe the experience of your agency working with youth exhibiting high-risk behaviors and gang involved youth and their families.
3. Describe the experience of your agency working with collaborative partners.
4. Describe how and why the characteristics described in this section uniquely qualify your agency to provide the requested services.
5. Explain the type of evaluation, if any, which has been done on the proposed project, and explain the evaluation results.

---

### Section 3: Program Design (Maximum 3 pages per Eligible Service)

**For each Eligible Service**, provide the following narrative information:

1. Identify the Eligible Service you are proposing to provide.
2. Describe the significant activities to be accomplished for the successful implementation of the project and provide an anticipated timeframe for the project. Discuss how your proposed activities align with the overall outcomes (refer to Page 15 of “*Reclaiming our Youth*”) of the MGPTF strategic plan.
3. Describe how the project will address the needs of the target population and their families.
4. Describe the referral system (including referring criteria) you have in place.
5. Describe how the experience of staff assigned to the project under this eligible service contributes to its’ success.
6. Describe your expected results. How will parents and families be better off after your services?

---

### Section 4: Developing skills and competencies capacity (Maximum 2 page) (Refer to Part IIIA, Youth Development Approach)

1. Explain your agency’s theoretical framework of youth development and how you incorporate it’s elements in providing services to youth. Describe the use of developmental assets theories and cognitive behavioral interventions in your programs.
2. Describe how your project is culturally and linguistically appropriate for the youth and families you propose to serve?

3. What competencies and skills does your project intend to develop in the youth you propose to serve? Discuss alignment of your proposed project with the overall vision (“*Safe and healthy youth connected to their families, schools, communities and their futures*”) of the MGPTF.
4. How does your project connect youth to other caring and supportive adults?
5. How does your project recognize youth’s achievements and contributions?
6. How does your project encourage parent involvement?
7. How does your project build youth leadership assets?

**FORM D – UNITS OF SERVICE WORKSHEET**

**ELIGIBLE SERVICE:** \_\_\_\_\_

<b>SPECIFIC ACTIVITY</b>	<b>PARTICIPANTS PER SESSION</b>	<b>SESSIONS PER YEAR</b>	<b>HOURS PER SESSION</b>	<b>UNITS OF SERVICE (UOS)*</b>	<b>POLICE DIVISION</b>	<b>COUNCIL DISTRICT</b>
<b>TOTAL UNITS OF SERVICE</b>						

**UOS FORMULA\***

<b>PARTICIPANTS PER SESSION</b>		<b>SESSIONS PER YEAR</b>		<b>HOURS PER SESSION</b>		<b>UOS</b>
_____	x	_____	x	_____	=	_____

**COST PER UOS PER ELIGIBLE SERVICE (Mandatory for each Eligible Service)**

<b>TOTAL PROGRAM COST PER ELIGIBLE SERVICE</b>		<b>TOTAL UOS PER ELIGIBLE SERVICE</b>		<b>COST PER UOS PER ELIGIBLE SERVICE</b>
_____	÷	_____	=	_____

**FORM E – ELIGIBLE SERVICE BUDGET**

**ELIGIBLE SERVICE:** *(Example) Personal Development and Youth Support Groups*

**A. Personnel Costs**

Description	FTE (1.0)	BEST Funding	Other City Funds*	All Other Funding Sources*	Total Program
<i>(Please list position title)</i>					
<b>Example:</b>					
President/CEO					
Program Director					
<i>Program Manager (Example)</i>	0.50	\$15,000		\$10,000	\$25,000
<i>Program Specialist (Example)</i>	1.00	18,000		\$10,000	\$28,000
Fiscal Staff					
Caseworker #1					
Caseworker #2					
Caseworker #3					
Total Salaries		\$33,000		\$20,000	\$53,000
Fringe Benefits					
<b>Total Personnel Costs</b>		\$33,000		\$20,000	\$53,000

**B. Operating Costs**

Description		BEST Funding	Other City Funds*	All Other Funding Sources*	Total Program
<i>(Please list operating cost item)</i>					
<b>Example:</b>					
<i>Occupancy, Utilities &amp; Maintenance (Example)</i>		\$300		\$200	\$500
Utilities					
Communication					
Office Supplies					
Equipment					
<i>Program Supplies (Example)</i>		\$60		\$40	\$100
Travel					
Insurance					
Contract Services					
Audit Fees					
Overhead					
<b>Total Operating Costs</b>		\$360		\$240	\$600
<b>TOTAL PROGRAM COSTS</b>		\$33,360		\$20,240	\$53,600

RD:BJ:ACK  
3/2/2007

\*Other City Funds: Report all other City funds used to deliver the program.

\*\*All Other Funding Sources: Report all of the matching funds to be used in delivering your BEST project services. Agency minimum dollar match must be no less than 20% of the BEST funding request amount. No other City funds are allowed for matching consideration. Do not include any in-kind support for the program.

**FORM F – ELIGIBLE SERVICE BUDGET NARRATIVE**

**ELIGIBLE SERVICE:** (Example) Personal Development and Youth Support Groups

**Personnel Costs**

<b>Description</b>	<b>Explanation</b>
<i>Examples:</i>	
<i>Program Manager (.50 FTE)</i>	<i>20 hr./week dedicated to program. Oversees total program productivity and activity implementation.</i>
<i>Program Specialist (1.0 FTE)</i>	<i>Full time dedicated position, organizing all activities and program support.</i>

**Operating Costs**

<b>Description</b>	<b>Explanation</b>
<i>Examples:</i>	
<i>Occupancy, Utilities &amp; Maintenance</i>	<i>Classroom space for 3 hours/day including utilities.</i>
<i>Program Supplies</i>	<i>Textbooks, workbooks, and materials necessary to run program.</i>

**FORM G – BUDGET SUMMARY**

**A. Personnel Costs**

<b>Description</b> <i>(Please list position title)</i>	<b>FTE (1.0)</b>	<b>BEST Funding</b>	<b>Other City Funds*</b>	<b>All Other Funding Sources*</b>	<b>Total Program</b>
President/CEO					
Program Director					
Program Manager					
Program Specialist					
Fiscal Staff					
Caseworker #1					
Caseworker #2					
Caseworker #3					
Total Salaries					
Fringe Benefits					
<b>Total Personnel Costs</b>					

**B. Operating Costs**

<b>Description</b> <i>(Please list operating cost item)</i>		<b>BEST Funding</b>	<b>Other City Funds*</b>	<b>All Other Funding Sources*</b>	<b>Total Program</b>
Occupancy, Utilities & Maintenance					
Utilities					
Communication					
Office Supplies					
Equipment					
Program Supplies					
Travel					
Insurance					
Contract Services					
Audit Fees					
Overhead					
Other (Specify)					
Other					
<b>Total Operating Costs</b>					

<b>TOTAL PROGRAM COSTS</b>					
----------------------------	--	--	--	--	--

\*Other City Funds: Report all other City funds used to deliver the program.

\*\*All Other Funding Sources: Report all of the matching funds to be used in delivering your BEST project services. Agency minimum dollar match must be no less than 20% of the BEST funding request amount. No other City funds are allowed for matching consideration.

**FORM H – SOURCE OF FUNDS STATEMENT**

<b>BEST PROJECT SOURCE OF FUNDS</b>			
List ALL funding sources for BEST project			
<b>Funding Source: Program/Agency</b>	<b>Code Number**</b>	<b>Use of Funds</b>	<b>Amount (\$)</b>
<i>City of San Jose Funding</i>			
<i>Total</i>			
<i>All Other Funding including other cities (Minimum 20%)</i>			
<i>Total</i>			
<b>Combined Total</b>			
<b>AGENCY SOURCE OF FUNDS</b>			
List ALL sources of funding for your AGENCY			
<b>Funding Source: Program/Agency</b>	<b>Code Number**</b>	<b>Use of Funds</b>	<b>Amount (\$)</b>
<i>City of San Jose Funding*</i>			
<i>Total</i>			
<i>All Other Funding including other cities*</i>			

<i>Total</i>			
<b><i>Combined Total</i></b>			
* Do not include funding sources listed in " B.E.S.T. Project Source of Funds"			
**Key Codes:			
1. Firm Commitment: Requires an agreement or letter confirming funding.			
2. Anticipated Renewal of Existing Grant: Continuation of a grant that was received in the current year and is expected to be continued.			
3. Anticipated Revenue: A realistic projection of fees or donations including in-kind donation for space and equipment based on current level.			
4. Application Pending: Applications submitted and expected to be received. Include application date.			
5. In-Kind: Do not assign a monetary value.			
I hereby certify that the above information is complete and accurate.			
Authorized Agency Signature		Date	

## FORM I – CERTIFICATION AND ASSURANCES

The following assurances are required from each applicant before the City of San José can execute a contractual agreement.

If funded, applicant makes the following assurances:

1. Be in compliance with all local laws, ordinances, codes, regulations and decrees;
2. Practice non-discrimination in providing services, hiring personnel, and recruiting volunteers, and shall provide a personnel practices plan if funded;
3. Submit in a timely manner such program and financial reports as are required by the City to monitor performance of the project;
4. Appoint one director of the project who will be responsible for the administration of the project;
5. Appoint a fiscal agent who shall be responsible for all financial and accounting activities of the project;
6. Obtain and maintain insurance provisions as required by the City. Applicant understands that the project will not begin, nor can costs be incurred, until proof of adequate insurance is approved by city; and
7. Use B.E.S.T. funding for delivering services to only San José residents and communities;
8. Comply with church/state restriction as outlined below. Contractor agrees that funds received from the city for public services shall be used in accordance with the following conditions:
  - (a) contractor shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;
  - (b) contractor shall not discriminate against any person applying for public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion;
  - (c) Contractor shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services;

- (d) the portion of a facility used to provide public services shall contain no sectarian or religious symbols or decorations; and
  - (e) the funds shall not be used to construct, rehabilitate or restore any facility, which is owned by contractor and in which the public services are to be provided. Minor repairs may be made, however, if those repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the expenditure for the public services.
9. Not supplant existing funds for services provided by the agency;
10. Applicants must submit a memorandum of understanding to the Mayor's Gang Prevention Task Force at the time of contract negotiations, and participate as a member of the Mayor's Gang Prevention Task Force.

This application and the information contained herein are true and correct and complete, to the best of my knowledge.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address of Executive Director

\_\_\_\_\_  
Phone Number and email address of Executive Director

\_\_\_\_\_  
Executive Director  
PRINT NAME

BY: \_\_\_\_\_  
Executive Director  
SIGNATURE and TITLE

DATE: \_\_\_\_\_

**FORM J – STATEMENT OF FISCAL AGENT RESPONSIBILITIES**

\_\_\_\_\_ shall act as a fiscal agent for  
(Agency)  
\_\_\_\_\_ for its  
(Applicant)  
\_\_\_\_\_. The applicant has or will submit  
(Applicant's Project)

a grant application for the City of San José's San José B.E.S.T. program..

If the project is awarded funds, the fiscal agent shall accept the following responsibilities:

- Enter into an agreement with the City of San José to provide specified services in accordance with any B.E.S.T. funding condition(s).
- Receive payments from the City of San José for project expenses and disburse funds to the applicant.
- Maintain adequate accounting records for the B.E.S.T. funded project.
- Submit project reports to the City of San José as required.
- Participate in the B.E.S.T. Evaluation system

\_\_\_\_\_  
Fiscal Agent (Organization Name)

\_\_\_\_\_  
Address of Fiscal Agent's Authorized Representative

\_\_\_\_\_  
Phone Number and email address of Fiscal Agent's Authorized Representative

\_\_\_\_\_  
Fiscal Agent (Authorized Representative)  
PRINT NAME

BY: \_\_\_\_\_  
Fiscal Agent (Authorized Representative)  
SIGNATURE and TITLE

DATE: \_\_\_\_\_

**FORM K – CONFLICT OF INTEREST FORM**

To be completed by respondents making proposals.

**NAME**

**DATE**

**PROPOSED ASSIGNMENT: San Jose B.E.S.T. Program**

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
<p>1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>(d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b> to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		
<p>3. Employment &amp; Consulting</p> <p>(a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed</p>		

<p>Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b> to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.</p>		
<p>4. Payments or Gifts</p> <p>(d) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(e) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b>, please provide the amount the payment or value of the gift, the name and position of the payor/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b>, please provide the location of the property.</p>		
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is <b>yes</b>, please provide the name of the entity, and the title of the position held.</p>		

RD:BJ:ACK  
3/2/2007

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

---

Signature

---

Print Name

---

Date

**PART VI**  
*Attachments*

**ATTACHMENT A – OPERATIONAL AGREEMENT SAMPLE**

*During the contract negotiation period* you will be required to submit an Operational Agreement with any schools and/or service partners that your agency plans to collaborate with in providing B.E.S.T. funded services. This document must be unique and specific for each school where you plan to provide services and each service partner you plan to collaborate with. State the specific roles, duties and responsibilities of each signing agency. The individuals who have the authority to bind each of the agencies to this agreement should be the signatories.

(Agency Name Here)

**Memorandum of Understanding for (2007-08)**

(Program Name Here)

A San Jose BEST-Funded Program

**I. Introduction**

This MOU stands as evidence that the (Agency Name) and (Service Partner Name) will work collaboratively toward the mutual goal of providing support services and assistance to the students of (School Name). The City of San Jose's BEST (**B**ringing **E**veryone's **S**trengths **T**ogether) program's goal is to strengthen developmental assets in youth exhibiting high risk behaviors to enable them to become productive members of society. Both parties believe that implementation of this program, as described herein, will further this goal. To this end, each party agrees to participate in this program and will uphold the agreements listed below.

**II. Program Description**

*This should be a short description of the program. It should include key components and what the program objectives are.*

**III. (Your Agency Name Here) Agrees to Provide**

Please note, the examples listed below are intended to facilitate this process. This is not an exhaustive list and items listed in this area should reflect the needs of the school/service partner and agency in question.

1. Administration of program
2. Number of clients to be served
3. Program Days and Times
4. Program Supplies
5. Agency's role in recruitment
6. Background checks

**IV. Service Partner Agrees to Provide**

*Please note, the examples listed below are intended to facilitate this process. This is not an exhaustive list and items listed in this area should reflect the needs of the school and agency in question.*

*Possible items to note:*

1. Use of facilities
2. Storage space
3. Access to phone
4. Bathrooms
5. Referral/Recruitment of participants
6. Grades/Attendance
7. Emergency Procedures
8. Custodial

**V. Term**

The term of this MOU shall be effective from the date of approval and signatures by all parties through August 31, 2008.

**VI. Indemnification**

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

**VII. Confidentiality**

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to Child Abuse Reporting agencies as required by law.

**VI. Termination**

Either party may terminate this agreement by giving at least thirty (30) days advance written notice.

**IX. Signatures**

Signatures below signify approval of this Memorandum of Understanding.

\_\_\_\_\_  
**Signature of Authorized Agency Representative**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Signature of Authorized School Representative**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name and Title**

**ATTACHMENT B – RESOLUTION FOR NON-PROFIT SIGNATURE  
AUTHORIZATION SAMPLE**

**Resolution of the Board Example for Non-Profit Corporations**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_ [name of corporation]  
AUTHORIZING THE ACCEPTANCE OF A 2007-2008 SAN  
JOSÉ B.E.S.T. GRANT AGREEMENT WITH THE CITY OF  
SAN JOSÉ, IF AWARDED**

**WHEREAS,** \_\_\_\_\_ [name of corporation] is a corporation organized and existing under the laws of the State of California; and

**WHEREAS,** the Board of Directors is the governing body of the \_\_\_\_\_ [name of corporation] ("Corporation"); and

**WHEREAS,** Corporation has submitted an application to the City of San José for a 2007 – 2008 San José B.E.S.T. grant; and

**WHEREAS,** Corporation has the legal ability to enter into and perform the 2007-2008 San José B.E.S.T. grant; and

**WHEREAS,** if the 2007-2008 San José B.E.S.T. grant is awarded, \_\_\_\_\_ Corporation desires to enter into a grant agreement with the City of San José for the 2007-2008 San José B.E.S.T. grant;

**NOW, THEREFORE,** BE IT RESOLVED BY THE BOARD OF DIRECTORS OF

\_\_\_\_\_ [name of corporation] THAT:

1. \_\_\_\_\_ [name and title] is authorized to execute a 2007-2008 San José B.E.S.T. grant agreement with the City of San José for fiscal year 2007-2008. In addition,

\_\_\_\_\_ [name and/or title] is authorized to execute any amendments to the grant agreement.

2. This resolution will be binding upon \_\_\_\_\_ [name of corporation] unless \_\_\_\_\_ [name of corporation] sends written notice to the City of San José advising the City of San José to the contrary.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2007:

\_\_\_\_\_  
Secretary

**ATTACHMENT C – RESOLUTION FOR GOVERNMENT SIGNATURE  
AUTHORIZATION SAMPLE**

Please copy and complete

**Government Resolution Sample**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE \_\_\_\_\_ [governing body]  
OF THE \_\_\_\_\_ [name of entity]  
AUTHORIZING THE ACCEPTANCE OF A 2007-2008 SAN  
JOSÉ B.E.S.T. GRANT AGREEMENT WITH THE CITY OF  
SAN JOSÉ, IF AWARDED**

**WHEREAS**, the \_\_\_\_\_ [governing body] is the governing body of the  
\_\_\_\_\_ [name of entity] ("Agency"); and

**WHEREAS**, Agency has submitted an application to the City of San José for a 2007-2008 San  
José B.E.S.T. grant; and

**WHEREAS**, Agency has the legal ability to enter into and perform the 2007-2008 San José  
B.E.S.T. grant; and

**WHEREAS**, if the 2007-2008 San José B.E.S.T. is awarded, Agency desires to enter into a grant  
agreement with the City of San José for the 2007-2008 San José B.E.S.T. grant;

**NOW, THEREFORE**, BE IT RESOLVED BY THE \_\_\_\_\_ [governing body] OF  
THE \_\_\_\_\_ [name of entity] THAT

1. The \_\_\_\_\_ [name and title] is authorized to execute a 2007-2008 San José B.E.S.T. grant agreement with the City of San José. In addition, the \_\_\_\_\_ [name and title] is authorized to execute any amendments to the grant agreement.

2. This resolution will be binding upon \_\_\_\_\_ [name of entity] unless \_\_\_\_\_ [name of entity] sends written notice to the City of San José advising the City of San José to the contrary.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2007, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
Name:  
Title:

**ATTACHMENT D – EXEMPLAR A (DRAFT CONTRACT FOR FY 2007-08)**

**SAN JOSE B.E.S.T. AGREEMENT BY AND BETWEEN**  
**THE CITY OF SAN JOSE**  
**AND**  
**(AGENCY)**  
**(Cycle XVII)**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (“CITY”), and \_\_\_\_\_ (“GRANTEE”), a California nonprofit public benefit corporation.

**RECITALS**

A. The Director of Parks, Recreation and Neighborhood Services (hereinafter "DIRECTOR"), or his/her designee, shall be the City official responsible for the San José B.E.S.T. Program and shall render overall supervision of the progress and performance of this Agreement by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.

B. GRANTEE has been approved by CITY's Council as a qualified service provider, and is eligible to receive San José B.E.S.T funding.

C. The award of San José B.E.S.T. grant funds is subject to the terms and conditions of this Agreement.

In view of the above, the parties agree as follows:

**SECTION 1 TERM OF AGREEMENT.**

The term of this Agreement shall commence on September 1, 2007, and shall expire on September 30, 2008, unless sooner terminated in accordance with the terms of this Agreement. All services must be completed by August 31, 2008. Regardless of the date of execution of the Agreement, this Agreement is effective as of September 1, 2007.

**SECTION 2. PAYMENT OF GRANT AWARD.**

CITY agrees to pay GRANTEE a grant award not to exceed \$\_\_\_\_\_ (“Grant Award”) subject to the terms and conditions of this Agreement. The schedule of payment of the Grant Award is set forth in the attached EXHIBIT A, entitled “PAYMENTS TO GRANTEE AND REPORTING SCHEDULE.”

**SECTION 3. USE OF GRANT AWARD.**

A. GRANTEE shall comply with the general requirements set forth in the attached EXHIBIT B, entitled “GENERAL SERVICE REQUIREMENTS.” GRANTEE shall undertake and complete the grant requirements described in the attached EXHIBIT C, entitled “SCOPE OF SERVICES” (the "Scope of Services") and EXHIBIT D, entitled “PERFORMANCE MEASURES”. GRANTEE additionally shall participate in the CITY’s Evaluation System and complete the Units of Service (“UOS”) Workbook as directed by the CITY, and payment shall be conditioned on the CITY’s acceptance of the UOS workbook as described in EXHIBIT A.

B. GRANTEE shall spend the Grant Award in accordance with the budget and provisions set forth in the attached EXHIBIT E, entitled “BUDGET” (the “Budget”).

C. GRANTEE shall not adjust any line item expenditures in the Budget by more than 10% without the prior approval of the San José B.E.S.T. Manager (“CITY REPRESENTATIVE”). GRANTEE shall make such requests for line item adjustments in writing to CITY REPRESENTATIVE. Failure to do so, may, at CITY’s option, result in disallowed costs.

D. GRANTEE shall not expend any portion of the Grant Award for religious purposes and the Scope of Services funded by the Grant Award must not in any way convey a religious message. Any portion of the Grant Award used for a religious purpose or to convey a religious theme will be deemed a disallowed cost pursuant to Section 6 of this Agreement.

**SECTION 4. MONITORING AND EVALUATION.**

A. GRANTEE shall furnish all data, statements, records, information, and reports necessary for CITY to monitor, review and evaluate the performance of the Scope of Services and their components. GRANTEE shall cooperate with CITY in the conduct of any evaluation of

GRANTEE's Services. GRANTEE recognizes and agrees that an evaluation of the Scope of Services may be completed after the expiration of the term of this Agreement. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such evaluation services shall be paid for by CITY.

B. GRANTEE shall submit quarterly reports regarding GRANTEE's performance of the Scope of Services and UOS in accordance with the schedule set forth in EXHIBIT A. The quarterly reports must be on a form approved by CITY REPRESENTATIVE.

C. GRANTEE shall participate in a client result evaluation (the "Evaluation") for the Scope of Services. The Evaluation will be conducted in accordance with an Evaluation plan approved by CITY REPRESENTATIVE. GRANTEE shall cooperate with CITY in the development of the Evaluation plan and in its implementation. The parties acknowledge that the Evaluation plan will include the following:

1. Performance measures to indicate the effect of the Scope of Services on the clients participating in the Scope of Services.
2. The data source and methods to be used for measuring results.
3. Policies, procedures and methods for collecting measurement data on a regular basis.
4. Schedule for performing and completing the Evaluation.

D. In the event funding for another B.E.S.T. cycle is appropriated in future fiscal years, GRANTEE acknowledges and agrees that GRANTEE's future funding, if any, may be determined based on results of the evaluation processes described in this Section, including without limitation, Subsection C above. CITY shall use data in the evaluation of GRANTEE's current performance and for the development of future performance targets, consistent with the evaluation system.

#### **SECTION 5. PROGRAM COORDINATION.**

A. DIRECTOR or DIRECTOR's designated representative shall be the CITY official responsible for the administration of the San José B.E.S.T. Program and shall render oversight, on behalf of CITY, of GRANTEE's progress and performance of this Agreement.

B. GRANTEE shall assign a single project director who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute project director, GRANTEE shall notify CITY REPRESENTATIVE immediately of such occurrence. GRANTEE's staff shall cooperate fully with CITY REPRESENTATIVE with respect to all matters related to this Agreement.

C. GRANTEE's staff shall attend Mayor's Gang Prevention Task Force (MGPTF) meetings and other meetings as required or requested by CITY REPRESENTATIVE, including meetings as described elsewhere in this Agreement. Without limitation of any other provision of this Agreement, failure to comply with this requirement may affect GRANTEE's future San Jose B.E.S.T. funding.

D. Any notice or communication which is required to be given under this Agreement or which either party may desire to give to the other, shall be in writing, and may be either personally delivered or given by mailing the same by U.S. mail, postage prepaid addressed to GRANTEE as set forth below GRANTEE's signature block and to CITY as follows:

To CITY: San Jose B.E.S.T./Community Services  
Parks, Recreation and Neighborhood Services  
City of San José  
200 East Santa Clara Street, 9<sup>th</sup> Floor Tower  
San José, CA 95113-1905

Each party may designate an address different from that set forth in this Agreement in accordance with the provisions of this Section. Notice shall be deemed given upon receipt.

**SECTION 6. FISCAL AND RECORD KEEPING OBLIGATIONS OF GRANTEE.**

GRANTEE agrees to the following:

- A. General Fiscal Responsibilities of GRANTEE. GRANTEE shall:
1. If applicable, appoint and submit to CITY, the name of a fiscal agent, acceptable to CITY, who shall be responsible for the financial and accounting activities of GRANTEE, including the receipt and disbursement of the Grant Award.

2. Establish and maintain a system of accounts for the Grant Award that shall be in conformance with generally accepted principles of accounting. Such system of accounts shall be subject to review and approval of CITY.

3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

**B. Records of GRANTEE.**

1. GRANTEE shall maintain records of all matters related to this Agreement including, but not limited to, books, financial records, supporting documents, statistical records, personnel records, property records, and all other pertinent records sufficient to reflect properly:

a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement.

b. All other matters covered by this Agreement.

2. GRANTEE shall preserve and make available its records:

a. for the period of three (3) years from the date of expiration or sooner termination of Agreement; or

b. for such longer period, if any, as may be required by applicable law.

**C. Examination of Records; Facilities.** At any time during normal business hours, and as often as may be deemed necessary, GRANTEE agrees that CITY, and/or any of its authorized representatives shall have access to and the right to examine its plants, offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. GRANTEE also agrees that CITY, or any of its representatives shall

have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement:

1. for a period of three (3) years from the date of expiration or sooner termination of Agreement; or
2. for such longer period, if any, as may be required by applicable law.

D. Audits. The provisions set forth below shall apply to audits of the Scope of Services.

1. GRANTEE shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of this Agreement calling for a financial audit of GRANTEE for the term of this Agreement. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by GRANTEE. An amount equal to the GRANTEE's estimated cost of an independent audit may be set aside in the Budget.
2. Should GRANTEE not enter into the agreement with an outside auditor or should an audit not be done on a timely basis, CITY, at its discretion, may enter into an agreement with an independent auditor to do the audit and utilize GRANTEE's set-aside funds for the audit.
3. The audit report must be completed and sent to CITY REPRESENTATIVE within one hundred and fifty (150) days of the expiration or sooner termination of this Agreement. The audit shall conform with generally accepted auditing principles.
4. GRANTEE shall submit to CITY copies of management letters the auditor prepares for the GRANTEE as a part of the audit engagement.
5. All audits must be done by Certified Public Accountants currently certified to practice in the State of California. GRANTEE must have proof of current licensing included at the time the audit is submitted to CITY. A certification to practice in California must accompany the audit when submitted to CITY.

6. CITY may perform an independent audit. Such audits may cover programmatic as well as fiscal matters. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by CITY.

E. Disallowed Costs. GRANTEE is liable for repayment of disallowed costs as determined by CITY. Disallowed costs may be identified through audits, monitoring or other sources.

**SECTION 7. COMPLIANCE WITH ALL LAWS/NONDISCRIMINATION.**

A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the foregoing, GRANTEE shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et. seq.

B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.

**SECTION 8. ASSIGNABILITY.**

This Agreement shall not be delegated or assigned by GRANTEE nor shall any of the Scope of Services be subcontracted to third parties except to the extent specified in EXHIBIT C. Any attempted assignment of such rights or delegation of duties, either voluntary, involuntary or by operation of law, made without CITY's advance written consent shall be voidable at CITY's option.

**SECTION 9. RELATIONSHIP OF PARTIES.**

It is understood and agreed by and between the parties that GRANTEE in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.

**SECTION 10. AMENDMENTS.**

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the parties.

**SECTION 11. EMPLOYEES/VOLUNTEERS**

A. Selected Eligible Service Providers should be aware that the agreement with the City will not permit the Service Provider to use as employees or volunteers persons who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164 and will require the Service Provider to conduct background checks of both California and Federal criminal history of certain employees and volunteers.

B. Selected Eligible Service Providers shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless Selected Eligible Service Providers has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.

C. To give effect to California Public Resources Code Sections 5163 and 5164, Selected Eligible Service Providers shall follow the procedures contained in Section 11 of the attached Exhibit F

**SECTION 12. INSURANCE REQUIREMENTS.**

GRANTEE shall, prior to implementation of the Scope of Services, comply with the insurance requirements set forth in the attached EXHIBIT G, entitled "INSURANCE." CITY's Risk Manager may, at his or her discretion, waive any and all insurance requirements. Payment of any portion of the Grant Award is subject to GRANTEE's compliance with this Section.

**SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.**

GRANTEE agrees to protect, defend, indemnify and hold harmless CITY, its officers, employees and agents from any and all liability, loss, damage, suits, actions, or claims arising or resulting from the acts or omissions of GRANTEE, its officers, agents, volunteers, or employees, in the performance of this Agreement. This Section shall survive expiration or sooner termination of this Agreement.

**SECTION 14. WAIVER.**

In no event shall any payment by CITY or any acceptance of payment by GRANTEE constitute or be construed to be a waiver by CITY or GRANTEE of any breach of this Agreement or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

**SECTION 15. SUSPENSION OR TERMINATION OF PAYMENT OR EXPENDITURES.**

CITY REPRESENTATIVE may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following occurrences:

A. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this Agreement, including without limitation, GRANTEE's response to CITY's Request for Qualifications;

B. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Scope of Services;

- C. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Scope of Services, which requires CITY approval;
- D. If GRANTEE makes improper use of the Grant Award;
- E. If GRANTEE fails to comply with any of the terms and conditions of this Agreement including without limitation, GRANTEE's failure to carry out the Scope of Services as described in EXHIBITS B, C, D and E;
- F. If GRANTEE submits to CITY any report which is incorrect or incomplete in any respect, or is untimely.

**SECTION 16. TERMINATION OF AGREEMENT.**

A. Each of GRANTEE's obligations under this Agreement shall be deemed material. If GRANTEE fails to perform any of its obligations under this Agreement, in addition to all other remedies provided by law, and as may be specified under this Agreement, CITY may terminate this Agreement upon written notice. Upon such termination, GRANTEE immediately shall repay CITY any portion of the Grant Award remaining unspent as of the date of the termination notice. GRANTEE shall also immediately deliver to CITY any and all copies of studies, reports, and data, whether or not completed, which have been prepared by GRANTEE or GRANTEE's sub Grantees, if any, in connection with this Agreement. Nothing in this Agreement shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this Agreement.

B. The Director of Parks, Recreation and Neighborhood Services ("Director") shall be authorized to terminate this Agreement on CITY's behalf.

**SECTION 17. INTEGRATED DOCUMENT.**

This Agreement including its attachments embodies the entire agreement between CITY and GRANTEE and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

**SECTION 18. SEVERABILITY OF PROVISIONS.**

If any part of this Agreement is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this Agreement affect the purpose of this Agreement, then the parties shall negotiate an adjustment to this Agreement in order to give full effect to the purpose of this Agreement or either party may terminate this Agreement. In the event of termination, the provisions of Section 16 as related to repayment of the Grant Award shall apply.

**SECTION 19. CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES.**

GRANTEE represents and warrants that it has the authority to enter into this Agreement. GRANTEE further represents and warrants that its signatory to this Agreement is authorized to execute this Agreement on GRANTEE's behalf.

**SECTION 20. MISCELLANEOUS PROVISIONS.**

- A. This Agreement shall be construed, and its performance enforced, under California law.
- B. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.
- C. The following exhibits and appendices are attached to this Agreement and are deemed a part of this Agreement:

EXHIBIT A	PAYMENTS TO GRANTEE AND REPORTING SCHEDULE
EXHIBIT B	GENERAL SERVICE REQUIREMENTS
EXHIBIT C	SCOPE OF SERVICES
EXHIBIT D	PERFORMANCE MEASURES
EXHIBIT E	BUDGET
EXHIBIT F	EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT
EXHIBIT G	INSURANCE

APPENDIX A    MAYOR'S GANG PREVENTION TASK FORCE,  
TARGET POPULATION AND ELIGIBLE SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Barbara K. Jordan  
Senior Deputy City Attorney

Deanna Santana  
Deputy City Manager

(AGENCY NAME), a California nonprofit  
public benefit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

**EXHIBIT A**  
**PAYMENTS TO GRANTEE AND REPORTING SCHEDULE**

Payment of the Grant Award shall be made as stated in the following schedule, subject to GRANTEE's satisfactory performance of this Agreement.

<b>Install- ment</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Report Due</b>	<b>Payment</b>
1	9/1/07	11/30/07	12/7/07	First installment of \$___ will be processed 20 days after full execution of this Agreement. However, no payment will occur prior to September 1, 2007.
2	12/1/07	2/29/08	3/7/08	Second installment of \$___ will be processed 20 days after CITY's acceptance of GRANTEE's Units of Service Workbook Report for the period 9/1/07 through 11/30/07.
3	3/1/08	5/31/08	6/6/08	Third installment of \$___ will be processed 20 days after CITY's acceptance of GRANTEE's Units of Service Workbook Report for the period 12/1/07 through 2/29/08.
4	6/1/08	8/31/08	9/5/08	Fourth installment of \$___, less retainer of \$___, for a payment of \$___, will be processed 20 days after CITY's acceptance of GRANTEE's Units of Service Workbook Report for the period 3/1/08 through 5/31/08. The retainer is equal to 20% of the fourth installment. CITY will release the retainer of \$___ to GRANTEE upon completion of the following: (1) Acceptance of the final Units of Service Workbook Report which shall contain standard quarterly information for the period 6/1/08 through 8/31/08 and shall additionally contain cumulative statistics for the entire term of this Agreement. (2) GRANTEE's fulfillment of the requirements of SECTION 6(D). (3) GRANTEE's successful completion of GRANTEE's Scope of Services, including without limitation, GRANTEE's obligation to provide a 20% cash match to the Grant Award. Any unspent or disallowed costs will be deducted from the retainer. If the unspent funds exceed the retainer amount, then GRANTEE must return funds to CITY.

**EXHIBIT B**  
**GENERAL SERVICE REQUIREMENTS**

1. GRANTEE shall maintain on file with CITY REPRESENTATIVE, a current Memorandum of Understanding for the Mayor's Gang Prevention Task Force (MGPTF). GRANTEE will agree to attend MGPTF meetings that will ensure coordination and linkage of services, participate in MGPTF subcommittees which may be identified or directed by CITY staff and identify and recruit youth and parents to attend the MGPTF Gang Awareness trainings. Without limitation, failure to comply with this requirement may affect GRANTEE's future San Jose B.E.S.T. funding.
2. GRANTEE shall participate in at least two program review meetings and/or agency site visits with CITY REPRESENTATIVE for the purpose of reviewing GRANTEE's implementation of the Scope of Services.
3. GRANTEE shall participate in a case study conducted by the National League of Cities, who will review and analyze GRANTEES' collaboration efforts in supporting the needs of youth. Participation in the case study may include interviews and site visits, as requested by CITY.
4. GRANTEE shall participate in neighborhood and/or school collaborative services and link with other CITY and B.E.S.T. funded services (e.g., Safe School Campus Initiative, Weed & Seed Associations).
5. GRANTEE shall link with the appropriate CITY's Strong Neighborhood Initiative team in the delivery of services
6. GRANTEE shall assist CITY with any needs assessment meetings when held by CITY in order to ascertain the community's needs regarding B.E.S.T. funded services. GRANTEE's assistance will include, but not be limited to, assistance with the collection of needs assessment surveys, perform outreach to persons served by GRANTEE's Scope of Services in order to increase attendance, and to promote meaningful discussion at the needs assessment meetings.
7. GRANTEE shall leverage a 20% match of the Grant Award in cash contributions from a source other than CITY.
8. GRANTEE shall maintain on file with CITY REPRESENTATIVE, a current Memorandum of Understanding (MOU), as described in the Request for Qualifications (RFQ) application packet, with partner agencies. GRANTEE is responsible for notifying CITY REPRESENTATIVE of any updates/changes to contacts or other information contained in the MOU.
9. GRANTEE shall provide immediate short-term emergency response services as needed and in accordance with its expertise and capacity. CITY-operated services will provide gang intervention emergency services, but GRANTEE recognizes and agrees that, from time to time, CITY may need to coordinate and/or make referrals to GRANTEE. In addition, if GRANTEE delivers services on any school campus, GRANTEE shall adhere to the district's emergency protocol and procedures.

10. Each of GRANTEE's employees and volunteers who directly supervise or work with minors, elderly or the mentally impaired in the performance of the Scope of Services shall undergo a criminal background check as provided in California Penal Code Section 11105.3 and as set forth in Section 11 and Exhibit F.
  
11. This condition applies in the event that GRANTEE conducts the Grant Services on school campuses. GRANTEE shall have obtained permission from an authorized school district representative prior to commencement of services. No later than thirty (30) days after commencement of services, GRANTEE shall have in place a written, operational agreement with the school district which sets forth the district's permission to GRANTEE to offer the Grant Services on one or more of the school district's campuses. The term of the operational agreement with the school district shall be for the duration of GRANTEE's services on the school district's campuses. GRANTEE shall provide CITY REPRESENTATIVE with a copy of GRANTEE's operational agreement with each school district. GRANTEE shall notify CITY REPRESENTATIVE in the event that a school district terminates, amends or suspends the operational agreement with GRANTEE. GRANTEE's failure to have and to maintain an operational agreement with each school district in which GRANTEE conducts its Grant Services shall, in addition to all other remedies available to CITY, constitute grounds for CITY to withhold payment of the Grant Award.

## **EXHIBIT C SCOPE OF SERVICES**

### **GRANTEE: (AGENCY NAME)**

GRANTEE will provide the services as described in this EXHIBIT.

In the event GRANTEE desires to modify the Scope of Services, GRANTEE shall apply to CITY REPRESENTATIVE in writing setting forth the requested modifications. CITY's Director shall have the authority to approve the following categories of modifications, by letter signed by the Director or the Director's designee, without the necessity of a formal written amendment to this Agreement.

1. Modifications to the times and dates of Scope of Services which do not affect the total units of services to be provided; or
2. Modifications to the location of Scope of Services so long as the proposed location is consistent with the San José B.E.S.T. Allocation Plan; or
3. The total number of units of service is reduced by an amount not to exceed 10% of the units of service specified in the UOS Workbook.

### **Location of Services**

### **Description of Services**

Participants Per Activity

Participants receiving services under this Agreement shall not be counted as participants receiving services in any other CITY-funded program provided by GRANTEE.

<b><i>SPECIFIC ACTIVITY</i></b> <b>(Any activity having duplicated participants will be denoted with an asterisk*.)</b>	<b><i>NUMBER OF PARTICIPANTS PER YEAR</i></b>
<b><i>TOTAL UNDUPLICATED PARTICIPANTS PER YEAR</i></b>	

Note: Participants identified in this table are to be the total of both San José B.E.S.T. funding as well as matching funds.

The activities and the number of participants per activity per year, listed above (both duplicated and unduplicated) will be included in the UOS Workbook Contracted Goals sheet developed jointly by GRANTEE and CITY. The UOS Contracted Goals sheet will be signed by GRANTEE and submitted to CITY on or before November 30, 2007.

## EXHIBIT D

### Performance Measures

The following performance measures are required for the San Jose B.E.S.T. Program delivery of services. GRANTEE's services will contribute to the fulfillment of these outcomes; however, GRANTEE is not alone directly responsible for the achievement of these outcomes. GRANTEE is not responsible for evaluating these outcomes, with the exception of data collection, as required. GRANTEE is responsible for complying with any monitoring and reporting requests that are made by the San Jose B.E.S.T. evaluator during the San Jose B.E.S.T. program evaluation process. The San Jose B.E.S.T. evaluator will work with service providers to develop and distribute surveys that will track these performance measures.

Customer Satisfaction
San Jose B.E.S.T. Service Providers measure customer satisfaction with San Jose B.E.S.T. funded services by asking the youth participants, the youths' parents, and the parent participants four customer satisfaction questions. The four questions are summarized into one score between 0% and 100%.
<b>Result Measure 1:</b> 85% of Youth Participants served by San Jose B.E.S.T. funded services rate the program as good or great.
85% of Parent Participants served by San Jose B.E.S.T. funded services rate the program as good or great.
85% of Parents of Youth Participants served by San Jose B.E.S.T. funded services rate the program as good or great.

<u>Service Productivity</u>
San Jose B.E.S.T. Service Providers measure productivity of their services from the views of their youth, parent of youth, and staff assessments. Service Productivity refers to how many of the targeted changes (customer's behavior, attitudes, skills, and knowledge) happened because of the services funded by San Jose B.E.S.T. San Jose B.E.S.T. measures two types of service productivity. The first is Youth Developmental Asset target changes that are asked by all of the San Jose B.E.S.T. agencies serving children and youth. The second is Agency Selected Service Productivity target changes that are selected by each San Jose B.E.S.T. funded agency and are specific to their unique services. The targeted goal for all San Jose B.E.S.T. Service Providers is to achieve a Service Productivity Score of 60% or higher. Service Productivity Scores can range from -100% to +100%. Service Productivity is measured by the percent of targeted changes achieved minus the percent missed. No change is scored as zero.
<b>Result Measure 2:</b> Youth served by San Jose B.E.S.T. funded services will have a 60% Youth Developmental Asset Service Productivity Score.
<b>Result Measure 3:</b> Participants served by San Jose B.E.S.T. funded services will have a 60% Agency Selected Service Productivity Score.

**EXHIBIT E  
BUDGET**

**SOURCE OF FUNDS STATEMENT**

**BEST PROJECT SOURCE OF FUNDS**

List ALL funding sources for BEST project			
Funding Source: Program/Agency	Code Number	Use of Funds	Amount (\$)
Name of the grant/agency	Enter Key Code listed below**	The reason the grant was received	Amount of the grant
<i>City Funding</i>			
<i>Total</i>			<i>0</i>
<i>All Other Funding (Minimum 20%)</i>			
<i>Total</i>			<i>0</i>
<b><i>Combined Total</i></b>			<b><i>0</i></b>

**AGENCY SOURCE OF FUNDS**

List ALL sources of funding for your AGENCY			
Funding Source: Program/Agency	Code Number	Use of Funds	Amount (\$)
Name of the grant/agency	Enter Key Code listed below**	The reason the grant was received	Amount of the grant
<i>City Funding*</i>			
<i>Total</i>			<i>0</i>
<i>All Other Funding*</i>			
<i>Total</i>			<i>0</i>

<i>Combined Total</i>	<b>0</b>
*Do not include funding sources listed in "BEST Project Source of Funds".	
**Key Codes:	
1. Firm Commitment: Requires an agreement or letter confirming funding.	
2. Anticipated Renewal of Existing Grant: Continuation of a grant that was received in the current year and is expected to be continued.	
3. Anticipated Revenue: A realistic projection of fees or donations including in-kind donation for space and equipment based on current level.	
4. Application Pending: Applications submitted and expected to be received. Include application date.	
5. In-Kind: Do not assign a monetary value.	

I hereby certify that the above information is complete and accurate.

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Authorized Agency Signature

Date

**San Jose B.E.S.T. BUDGET SUMMARY**

<b>AGENCY NAME:</b>	<b>0</b>
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<b>A. Personnel Costs</b>	<b>FTE (1.0)</b>	<b>BEST Funding</b>	<b>Other City Funds</b>	<b>All Other Funding Sources</b>	<b>Total Program</b>
<b>Description/Position/Title</b>					
<b>President/CEO</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Executive Director</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Program Director</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Program Manager</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Fiscal Staff</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Caseworker #1</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Caseworker #2</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Caseworker #3</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>0</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>0</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>0</b>	0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Salaries</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Fringe Benefits</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PERSONNEL COSTS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>B. Operating Costs</b>		<b>BEST Funding</b>	<b>Other City Funds</b>	<b>All Other Funding Sources</b>	<b>Total Program</b>
<b>Description</b>					
<b>Occupancy, Utilities &amp; Maintenance</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Utilities</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Communication</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Office Supplies</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Equipment</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Program Supplies</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Travel</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Insurance</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Contract Services</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Audit Fees</b>		\$0.00	\$0.00	\$0.00	\$0
<b>Overhead</b>		\$0.00	\$0.00	\$0.00	\$0
<b>0</b>		\$0.00	\$0.00	\$0.00	\$0
<b>0</b>		\$0.00	\$0.00	\$0.00	\$0
<b>0</b>		\$0.00	\$0.00	\$0.00	\$0

<b>0</b>		\$0.00	\$0.00	\$0.00	\$0
<b>0</b>		\$0.00	\$0.00	\$0.00	\$0
<b>TOTAL OPERATING COSTS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PERSONNEL COSTS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL COSTS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* Do not include any in-kind support for the program.  
Agency monetary match amount must be no less than 20% of the BEST grant award.  
No City funds are allowed for matching consideration.  
All funds used to deliver BEST services must be reported in the appropriate column.

**EXHIBIT F**

***EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND  
COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT***

If GRANTEE provides services involving minors, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice as well as an FBI criminal database, or equivalent national database background check approved by City, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et. seq. Additionally, GRANTEE certifies the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this Agreement, GRANTEE must obtain City's prior consent, and GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. GRANTEE shall be responsible for ensuring that no person whether paid or not paid by GRANTEE shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed no more than two (2) years prior to the beginning of services under this Agreement and are updated on a biannual basis, and the person meets the standards set forth above. If requested by City, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this Section.

3. That no person whether paid or not paid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code, verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than 2 (two) years old (if

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3/2/2007

newly hired) or within 4 (four) years (if current employee) of the date of execution of this Agreement and every 4 years thereafter, if the term of this Agreement exceeds 4 years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each "Certificate" of clearance for the persons described above, and shall also provide a copy of each Certificate to City. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

To the extent GRANTEE is prohibited from providing the City with a copy of a Certificate, please specify the reasons below. Notwithstanding the foregoing, GRANTEE certifies that it has the Certificates on file.

4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE, acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

5. Without limitation of any other provision contained in this Agreement or in this **EXHIBIT F**, GRANTEE shall obtain the FBI criminal database or equivalent national database background check pursuant to the provisions contained in this Exhibit. In no event, however, shall GRANTEE hire employees or volunteers for supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Sections 5164. GRANTEE shall fully indemnify, defend and hold harmless CITY for any such hiring.

I, the GRANTEE by signing below verify that I have read and agree to the above:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Please print or type name of organization)

Reasons for not providing TB Certificates: \_\_\_\_\_  
\_\_\_\_\_

**CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

5164. (a) (1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2) (A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code. (B) Any felony or misdemeanor conviction specified in subparagraph(C) within 10 years of the date of the employer's request

(C) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years. (b) (1) To give effect to this section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background. (2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

## CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

5163. (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for followup care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

5163.1. The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this section.

5163.2. The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

5163.3. The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

5163.4. Nothing in Sections 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

## EXHIBIT G

### 2006-2007 INSURANCE REQUIREMENTS

Grantee, at Grantee's sole cost and expense, and for the full term of this grant or any renewal thereof, shall obtain and maintain at least all of the following minimum insurance requirements prior to receiving any monies under the grant:

- A. A COMMERCIAL GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, products and completed operations, including non-owned and hired automobile if not insured separately.
- B. A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: Workers' Compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- C. AUTOMOBILE LIABILITY: \$500,000 combined single limit coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto" or Code 2 "owned autos," and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
  - 1. Coverages shall be applicable to any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this AGREEMENT.  
NOTE: This Section C applies only if an owned or leased vehicle is used in conjunction with the operation of this project.
- \*D. SOCIAL SERVICE AGENCIES AND CLINICS PROFESSIONAL LIABILITY:  
\$1,000,000 limit of liability (if applicable).

\*\*E. LAWYERS' PROFESSIONAL LIABILITY: \$1,000,000 limit of liability (if applicable).

\* Only if providing family or group therapy, interview or counseling, or services. Also required if providing limited medical or psychiatric services, family therapy, domestic counseling, child guidance, etc.

\*\* Only if providing legal services

ENDORSEMENTS

The policies are to contain, or be endorsed to contain, the following provisions.

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, agents, and contractors are to be covered as additional insured as respects: liability arising out of activities performed by, or on behalf of, the Grantee; products and completed operations of the Grantee; premises owned, leased or used by the Grantee; or automobiles owned, leased, hired, or borrowed by the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.
- b. The Grantee's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or contractors shall be excess of the Grantee's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

PROOF OF COVERAGE

Copies of all the required ENDORSEMENTS above shall be attached to the CERTIFICATE OF INSURANCE, which shall be provided by the Grantee's insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to the following offices:

City of San José—Finance  
Risk Management  
200 East Santa Clara Street, 4th Floor Tower  
San José, CA 95113-1905

City of San Jose – PRNS  
San Jose B.E.S.T./Community Services  
200 East Santa Clara Street, 9th Floor Tower  
San José, CA 95113-1905